

## Village Comparison Document

*Retirement Villages Act 1999 (Section 74)*

This form is effective from 1 February 2019

ABN: 86 504 771 740



### 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 [www.canossa.org.au](http://www.canossa.org.au)
- 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 1 July 2022 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: Canossa Gardens Retirement Village Street Address: 11 Fort Road Suburb: OXLEY State: Queensland Post Code: 4075
<b>1.2 Owner of the land on which the retirement village scheme is located</b>	Name of land owner: <u>OZCARE</u> Australian Company Number (ACN): <u>072 422 925</u> Address: <u>PO Box 912</u> Suburb: <u>Fortitude Valley</u> State: <u>QLD</u> Post Code: <u>4006</u> Date entity became operator: <u>1/12/2020</u>
<b>1.3 Village operator</b>	Name of entity that operates the retirement village (scheme operator): OZCARE Australian Company Number (ACN): 072 422 925 Address: <u>PO Box 912</u> Suburb: <u>Fortitude Valley</u> State: <u>QLD</u> Post Code: 4006 Date entity became operator: 1/12/2020
<b>1.4 Village management and onsite availability</b>	Name of village management entity and contact details: OZCARE Australian Company Number (ABN): 58 072 422 925

	<p>Phone: 07 3717 5555 Email: <a href="mailto:Heather.Clarke@ozcare.org.au">Heather.Clarke@ozcare.org.au</a></p> <p>An onsite manager (or representative) is available to residents:</p> <p><input checked="" type="checkbox"/> Full time</p> <p>Onsite availability includes:</p> <p>Weekdays Monday to Friday during business hours</p> <p>Weekends: No onsite manager available. An emergency contact number is provided to residents for reporting of urgent major/maintenance building issues on weekends.</p>
<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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>A written transition plan approved by the Department of Communities, Housing and Digital Economy 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 Communities, Housing and Digital Economy 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>
<p><b>1.6 Statutory Charge over retirement village land.</b></p>	<p><i>Tenure in a leasehold or freehold scheme is secured by the registration of your interest on the certificate of title for the property. There is no statutory charge registered over leasehold schemes and freehold schemes.</i></p> <p><i>In relation to licence schemes, a statutory charge over the land is normally registered on the certificate of title by the chief executive of the department administering the Act. It there is no statutory charge registered on a licence scheme, which may be the case for some religious, charitable or community purpose organisations, you should check if the security of tenure offered meets your requirements.</i></p> <p>Is a statutory charge registered on the certificate of title for the retirement village land?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, provide details of the registered statutory charge</p> <p><b>A special work of St Vincent de Paul Society Queensland, Ozcare is a leading, not-for-profit provider of health and human services and we've been proudly caring for the Queensland community for nearly 25 years.</b></p> <p><b>Our caring workforce of over 3,000 staff and 235 volunteers proudly serve more than 15,000 clients from over 40 locations across the state with a range of aged care, retirement living, disability care, respite care, nursing, allied health and dementia advisory and support services.</b></p>

Reflections on the Bay is Ozcare’s first retirement village development and part of our vision to co-locate retirement villages with our aged care facilities to deliver a continuum of care to retirees.

**Part 2 – Age limits**

**2.1 What age limits apply to residents in this village?** New residents must have attained the age of 65 years.

**ACCOMMODATION, FACILITIES AND SERVICES**

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

**3.1 Resident ownership or tenure of the units in the village is:**

- Freehold (owner resident)
- Lease (non-owner resident)
- Licence (non-owner resident)
- Share in company title entity (non-owner resident)
- Unit in unit trust (non-owner resident)
- Rental (non-owner resident)
- Other [.....]

Note: The village operator reserves the right to use vacant unit(s) in the village for residential tenancies (whether under agreements/arrangements which are governed by the *Retirement Villages Act 1999* (Qld) or not) at its discretion, based on demand, economic and other factors

**Accommodation types**

**3.2 Number of units by accommodation type and tenure**

There are 83 units in the village, comprising 4 single story independent living units; 20 independent living units in multi-storey building with 2 levels; 8 independent living units in multi-storey building with 3 levels (including basement carpark); 15 independent living units in multi-storey building with 4 levels (including basement carpark); 21 independent living units in multi-storey building with 4 levels; 15 serviced apartments in multi-storey building with 4 levels

Accommodation unit	Freehold	Leasehold	Licence	Other
Independent living units				
- Studio	Nil	Nil	Nil	Nil
- One bedroom	Nil	Nil	3	Nil

- Two bedroom	Nil	Nil	24	Nil
- Two bedroom plus study/Three bedroom	Nil	Nil	38	Nil
Serviced units				
- Studio	Nil	Nil	Nil	Nil
- One bedroom	Nil	Nil	13	Nil
- Two bedroom	Nil	Nil	2	Nil
- Three bedroom	Nil	Nil	Nil	Nil
Other				
One bedroom Independent Living Unit with study nook	Nil	Nil	1	Nil
Two bedroom Independent Living Unit with study	Nil	Nil	2	Nil
Total number of units	Nil	Nil	83	Nil

### 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  some units
- Width of doorways allow for wheelchair access in  all units
- Toilet is accessible in a wheelchair in  some units
- Other key features in the units or village that cater for people with disability or assist residents to age in place

There are grab rails in the bathrooms of all units, power points at 1m from ground level in all units, mixer taps in all units, elevated oven in some units.

### Part 4 – Parking for residents and visitors

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

- Some (24) Independent Living Units with own garage or carport attached or adjacent to the unit
- Some (21) Independent Living Units with own garage or carport separate from the unit – refer to Note 1 below
- Some (23) Independent Living Units with own car park space Separate from the unit – refer to Note 2 below
- 15 Serviced Apartments with no car parking for residents

	<p>Restrictions on resident's car parking include: Car needs to fit within a standard parking bay space.</p> <p><b>Note 1:</b> The Independent Living Units in Verona House do not have designated garages, however residents of these units may licence one of the covered carports located adjacent to Verona House from the scheme operator (subject to availability). The scheme operator does not guarantee that a carport will be available to all residents of the Independent Living Units in Verona House.</p> <p>Residents must apply to the scheme operator for a licence and, if a carport is available and the operator agrees to the licence, residents will be required to enter into a Licence Agreement and pay the applicable licence fee. The licence fee is subject to change and details of the current fee can be obtained from the Village Manager.</p> <p><b>Note 2:</b> These units have access to basement car park spaces.</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>There are no parking restrictions for genuine visitors using the parking spaces. Residents must provide access to visitors via the electronic security gate located at 11 Fort Road, Oxley. The village operator will determine whether a visitor is genuine at its discretion, and reserves the right to exclude non-genuine visitors from the village.</p>
<p><b>Part 5 – Planning and development</b></p>	
<p><b>5.1 Is construction or development of the village complete?</b></p>	<p>Year village construction started .....</p> <p><input type="checkbox"/> Fully developed / completed</p> <p><input checked="" type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p> <p>Note: The village operator has no current plan to develop or redevelop the retirement village land, however, has identified capacity for an additional 240 Independent Living Units on the retirement village land. The village operator reserves the right to further develop or redevelop the retirement village land, which may include the construction of new accommodation units and/or new facilities, in the future.</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</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>.....</p> <p>.....</p> <p>.....</p>

units and any new facilities.	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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<b>5.3 Redevelopment plan under the Retirement Villages Act 1999</b>	<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 Communities, Housing and Digital Economy.</i></p> <p><b>Note:</b> see notice at end of document regarding inspection of the development approval documents.</p>
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**Part 6 – Facilities onsite at the village**

<b>6.1 The following facilities are currently available to residents:</b>	<input type="checkbox"/> Activities or games room <input type="checkbox"/> Arts and crafts room <input type="checkbox"/> Auditorium <input checked="" type="checkbox"/> BBQ area outdoors <input type="checkbox"/> Billiards room <input type="checkbox"/> Bowling green [indoor/outdoor] <input type="checkbox"/> Business centre (e.g. computers, printers, internet access) <input checked="" type="checkbox"/> Chapel / prayer room <input checked="" type="checkbox"/> Communal laundries (Serviced Apartments Only) <input checked="" type="checkbox"/> Community room or centre <input checked="" type="checkbox"/> Dining room - Facility available to Serviced Apartments Residents	<input type="checkbox"/> Medical consultation room <input type="checkbox"/> Restaurant <input type="checkbox"/> Shop <input checked="" type="checkbox"/> Swimming pool [indoor / outdoor] [heated / not heated] <input 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 – Emergency call access facilities
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	<input checked="" type="checkbox"/> Gardens <input type="checkbox"/> Gym <input checked="" type="checkbox"/> Hairdressing or beauty room <input checked="" type="checkbox"/> Library	
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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 Village forms part of a health complex which currently includes a private hospital (no emergency services), residential aged care facility and medical and allied health services. Subject to the rules and regulations made by the operator, residents are able to access such services on a user-pays basis. This right is shared between residents of the complex and the general public. The operator does not make any representations with respect to services offered by other providers in the health complex or guarantee that any particular health care service will be provided in the health complex on a permanent basis.

The following facilities of the adjacent health complex are available to residents:

- Hospital coffee shop.
- 10 seat bus operated by residential aged care facility (note: there is no guarantee this facility will be replaced when the current bus is no longer operational).

Residents of the Village have no greater right to access the residential aged care facility or hospital (or services offered therein) than a member of the general public who is a genuine visitor or user of a service on a user-pays basis. Residents of the Village are not entitled to access lifestyle activities offered by the residential aged care facility.

Access to the Eastern lounge and prayer room located on the 3<sup>rd</sup> floor of Verona House is restricted to the retired members of the Christian Brothers and their invitees.

<b>6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Name of residential aged care facility and name of the approved provider:  Ozcare - These services are onsite, co-located on the land.
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**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

<b>7.1 What services are provided to all village residents (funded from</b>	General services means the services supplied, or made available, to all residents of the village and all services associated with any outgoings, costs and expenses which the village operator properly and reasonably
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<p><b>the General Services Charge fund paid by residents)?</b></p>	<p>incurs in connection with the ownership, operation, management and administration of the village, including, without limitation:</p> <ul style="list-style-type: none"> <li>(a) All rates, taxes (including Land tax and GST) and charges of any public, municipal, government or semi government body, authority or department levied, assessed or charged in respect to the village or the land used for the purposes of the Village;</li> <li>(b) All insurance premiums and insurance excesses payable by us in respect to the Village and the buildings in the Village together with their fittings and fixtures and in respect to public liability, workers compensation, professional indemnity insurance and such other risks as we deem necessary or desirable;</li> <li>(c) The cost of all services supplied to the Village (except for utility services supplied to the units that are separately metered and the Independent Living Units in Verona House that are billed for individual use by Canossa and are the responsibility of residents under the Residence Agreement), including all charges for electricity, gas, power, fuel, water, telephone, swimming pool maintenance, air conditioning, heating, recycling, waste management, sewerage or other services furnished or supplied for the general purpose or benefit of the village;</li> <li>(d) The cost of all services and facilities provided by us for the general use and enjoyment of the residents and visitors to the Village including the cost of cleaning, servicing and maintaining the common property and all other services and facilities provided by us;</li> <li>(e) All costs in relation to the day to day maintenance, repair, upkeep and cleaning of the Village, its facilities and buildings including the costs of gardening, landscaping, termite inspections, registration and maintenance of Village motor vehicle(s) and trailer(s);</li> <li>(f) All reasonable management and administration costs in connection with the Village including but not limited to, salaries, wages, superannuation, pension payments, workers compensation insurance premiums, bank fees, accountancy fees, legal fees and any interest paid on any overdraft related to the operation of the Village;</li> <li>(g) The costs of any auditor engaged for the purposes of the Act or otherwise;</li> <li>(h) All costs in relation to us complying with the requirements of any government or statutory authority concerning the operation and management of the Village;</li> <li>(i) directly by residents of the Village under or in connection with their residence contracts or the Act;</li> <li>(j) for or towards replacing the Village's capital items that are properly payable out of the Capital Replacement Fund;</li> </ul>
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	<p>(k) for or towards maintaining or repairing the Village's capital items that are properly payable out of the Maintenance Reserve Fund; or</p> <p>(l) for or towards any legal costs in relation to a retirement village dispute or an application for an order under Sections 169 to 171 or 173 of the Retirement Village Act or for or towards costs awarded by QCAT against us</p>
<p><b>7.2 Are optional personal services provided or made available to residents on a user-pays basis?</b></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The village operator provides the following optional personal services to residents of <i>Serviced Apartments</i>:</p> <p>3 meals per day, supplied linen service every week, weekly cleaning of units. The current fee is \$830.85 per calendar month.</p> <p>The cost of supplying the personal services to residents of the Serviced Apartments is determined on a regular basis by management and may change at any time depending on the cost of providing the services.</p> <p><b>Independent Living Units</b></p> <p>Residents of the Independent Living Units may purchase meals from the kitchen. Those residents who wish to purchase meals must collect them from the trolley on 3<sup>rd</sup> floor as the service does not include delivery to the Independent Living Units. The current fee is \$12 per meal (subject to change).</p> <p>Personal emergency alarms.</p>
<p><b>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</b></p>	<p><input checked="" 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 5945</p> <p>Name: <u>Ozcare</u></p> <p>Registration numbers: <u>NAPS Service ID CHSP-14892; HCP-18280</u></p> <p><input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider: Ozcare</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>

**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?

If yes:

- the security system details are:

Yes  No

An electronic gate located at 11 Fort Road Oxley prevents access to the village roads by unauthorised vehicles. Residents can access the Village using a remote-control device and visitors to the Independent Living Units can access the village by using the access panel on the gate to notify residents they have arrived, and the resident can open the gate from their unit to allow their visitor to enter and park in the village car spaces. The gate is not monitored.

Verona House residents have a code access system to access the building entrances after hours.

### 8.2 Does the village have an emergency help system?

If yes or optional:

- the emergency help system details are:

the emergency help system is monitored between:

Yes - all residents  Optional  No

This is a user pays system.

Call unit in all independent living units and serviced apartments. Works within the unit only.

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

Yes  No

A first aid kit is available in the Village Managers Office

## 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	\$370,000.00 to \$385,000.00
	- Two bedrooms	\$ 390,000.00 to \$470,000.00
	- Two bedrooms plus study/ Three bedrooms	\$480,000.00 to \$550,000.00
	Serviced units	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$200,000.00 to \$240,000.00
	- Two bedrooms	\$ 270,000.00 to \$320,000.00
	- Three bedrooms	\$ ..... to \$.....
	Other	\$ ..... to \$.....
	<b>Full range of ingoing contributions for all unit types</b>	<b>\$ 200,000.00 to \$550,000.00</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?**  
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.

Yes  No

Ozcare offers a dynamic pricing model; whereby you are able to pay above or below the advertised price. See for example the model below based on an advertised price of an ILU for \$450,000. The standard DMF is 30% across 5 years.

Option		PRICE	DMF %	DMF \$	EE	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
1	Increase ↑	40%	\$ 630,000	12.5%	\$ 78,750	\$ 551,250	4.5%	2.0%	2.0%	2.0%	12.5%
2		30%	\$ 585,000	16.0%	\$ 93,600	\$ 491,400	5.6%	2.6%	2.6%	2.6%	16.0%
3		20%	\$ 540,000	20.0%	\$ 108,000	\$ 432,000	6.8%	3.3%	3.3%	3.3%	20.0%
4		10%	\$ 495,000	25.0%	\$ 123,750	\$ 371,250	8.6%	4.1%	4.1%	4.1%	25.0%
5	Base	-	\$ 450,000	30.0%	\$ 135,000	\$ 315,000	10.0%	5.0%	5.0%	5.0%	30.0%
6	Discount ↓	-10%	\$ 405,000	37.5%	\$ 151,875	\$ 253,125	12.7%	6.2%	6.2%	6.2%	37.5%
7		-15%	\$ 382,500	41.0%	\$ 156,825	\$ 225,675	13.8%	6.8%	6.8%	6.8%	41.0%
8		-20%	\$ 360,000	46.0%	\$ 165,600	\$ 194,400	15.6%	7.6%	7.6%	7.6%	46.0%
9		-25%	\$ 337,500	51.0%	\$ 172,125	\$ 165,375	17.0%	8.5%	8.5%	8.5%	51.0%

**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: Carport licence fee (Verona House residents only)
- Advance payment of General Services Charge
- Other costs

**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		
- One bedroom	\$99.50	\$48.57
- Two bedrooms	\$99.50	\$48.57
- Two bedroom plus study/Three bedrooms	\$99.50	\$48.57
Serviced Units		
- One bedroom	\$103.01	\$36.01
- Two bedrooms	\$103.01	\$36.01
Other		
One bedroom Independent Living Unit with study nook	\$99.50	\$48.57
Two bedroom Independent Living Unit with study	\$99.50	\$48.57

**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 -)
Independent Living Units				
2021-22	\$88.14 to \$99.50	+12.89%	\$42.76 to \$48.76	+14.03%
2020-21	\$86.42 to \$88.14	+1.99%	\$42.72 to \$42.76	+0.09%
2019-20	\$80.89 to \$86.42	+6.84%	\$44.40 to \$42.72	-3.78%
Serviced Apartments				
2021-22	\$91.40 to \$103.01	+12.70%	\$31.69 to \$36.01	+13.63%
2020-21	\$88.80 to \$91.40	+2.93%	\$30.76 to \$31.69	+3.02%
2019-20	\$86.45 to \$88.80	+2.72%	\$31.74 to \$30.76	-3.09%

<p><b>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</b></p>	<p><input checked="" type="checkbox"/> Contents insurance</p> <p><input type="checkbox"/> Home insurance (freehold units only)</p> <p><input checked="" type="checkbox"/> Electricity</p> <p><input checked="" type="checkbox"/> Gas</p>	<p><input type="checkbox"/> Water</p> <p><input checked="" type="checkbox"/> Telephone</p> <p><input checked="" type="checkbox"/> Internet</p> <p><input checked="" type="checkbox"/> Pay TV</p> <p><input checked="" type="checkbox"/> Other: We will provide one set of keys for the unit and residents must pay for any additional or replacement keys requested by residents including any fees for locksmith services.</p> <p>Residents of the independent living units and serviced apartments in Verona House will be required to pay any fees and/or charges incurred by Canossa as a result of false fire alarms attend by the Queensland Fire and Rescue Service.</p> <p>Emergency Alarm system</p>
<p><b>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?</b></p>	<p><input checked="" type="checkbox"/> Unit fixtures</p> <p><input checked="" type="checkbox"/> Unit fittings</p> <p><input checked="" type="checkbox"/> Unit appliances</p> <p><input type="checkbox"/> None</p> <p>Additional information</p> <ul style="list-style-type: none"> <li>• Residents must pay the cost of all replacement light bulbs fitted to the unit.</li> <li>• Residents will be responsible for the cost of rectifying any damage or accelerated wear they cause to the unit, including its fixtures, fittings, and appliances</li> </ul>	
<p><b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit.</b> If yes: provide details, including any charges for this service.</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><u>The village's on-site maintenance staff are available to provide assistance to residents as and where applicable (including assistance in engaging external contractors where necessary).</u></p> <p><u>A service charge may be applicable to residents for this general assistance and residents will be responsible for materials or services provided by third party providers.</u></p>	

**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 note: this exit fee formula applies to prospective residents only. The village operator reserves the right to vary this formula in the future at its discretion. Different formulae may apply for existing residents' contracts)

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

Exit fee is calculated as a percentage (set out below) of the ingoing contribution paid by the resident, according to the period between the resident's Agreed Date of Entry and Vacation Date (**Licence Term**).

In this document:

**Agreed Date of Entry** means the date on which the resident's licence of their unit will commence as set out in their Application for Residence. For simplicity, this document and any Prospective Costs Document given to you assume that your Agreed Date of Entry and your date of occupation of your unit are the same date.

**Vacation Date** means the date on which the resident has:

- (a) ceased to reside in their accommodation unit following termination of their right to reside in the Unit; and
- (b) removed all of their possessions from their accommodation unit; and
- (c) delivered all the keys to their accommodation unit to the village operator.

Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on your ingoing contribution
1 year or less	10% calculated on a daily basis
2 years	15% (10% for year 1 plus 5% per annum)
3 years	20% (15% for first 2 years plus 5% per annum)
4 years	25% (20% for first 3 years plus 5% per annum)
5 years	30% (25% for first 4 years plus 5% per annum)
5 years or more	30% (irrespective of tenure beyond 5 years)
<b>Note:</b> 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 30% of the ingoing contribution after 5 years of residence.	

The minimum exit fee is 1 day/365 days (1day/366 days in a leap year) of 10% of the ingoing contribution if the Licence Term is one day.

<p><b>11.2 What other exit costs do residents need to pay or contribute to?</b></p>	<p><input checked="" type="checkbox"/> Sale costs for the unit</p> <p><input type="checkbox"/> Legal costs</p> <p><input type="checkbox"/> Other costs</p> <p>Note: If the resident does not agree with the village operator's proposed resale value of the right to reside in the unit, the resident may be required to contribute to the cost of engaging a registered valuer. The resident and the village operator will share this cost in the same proportion as they are to share the gross ingoing contribution on the sale of the right to reside, as provided for in the residence contract.</p> <p>If a resident engages a real estate agent to sell the right to reside, the former resident must pay the real estate agent's costs of the sale, if any, and commission.</p>
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**Part 12 – Reinstatement and renovation of the unit**

<p><b>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>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:</i></p> <ul style="list-style-type: none"> <li>• <i>fair wear and tear; and</i></li> <li>• <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i></li> </ul> <p><i>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.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<p><b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>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.</p>
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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 *gain* or capital *loss* on the resale of their unit?

No

## 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?

Ingoing Contribution paid by resident

Minus any of the following items where applicable:

- Exit fee;
- Any outstanding general or personal service charges;
- Any outstanding maintenance reserve fund contributions;
- The cost of reinstatement work (as defined in item 12.1);
- Resident’s share of costs of engaging a registered valuer;
- Any costs in relation to removal and storage of resident’s contents;
- Any interest on overdue monies; and
- Any other monies owing by the resident to the scheme operator

**14.2** When is the exit entitlement payable?

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.

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

- the day stated in the residence contract
  - no date is stated in the residence contract
- 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.

<p><b>14.3 What is the turnover of units for sale in the village?</b></p>	<p>Fourteen (14) accommodation units were vacant as at the end of the last financial year</p> <p>Eight (8) accommodation units were resold during the last financial year</p> <p>9.9 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**

<p><b>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</b></p>	<p><b>General Services Charges Fund</b> for the last 3 years</p>			
	<p>Financial Year</p>	<p>(Deficit)/ Surplus</p>	<p>Balance</p>	<p>Change from previous year</p>
	<p>2021-22</p>	<p>(\$1,461.00)</p>	<p>(\$1,461.00)</p>	<p>-2,556.47%</p>
	<p>2020-21</p>	<p>\$37,002.00</p>	<p>\$35,889.00</p>	<p>+3,321.63%</p>
	<p>2019-20</p>	<p>(\$1,114.00)</p>	<p>(\$1,114.00)</p>	<p>-102.78%</p>
	<p>Balance of <b>General Services Charges Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available</p>			<p>(\$1,461.00)</p>
	<p>Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available</p>			<p>\$268,921.00</p>
<p>Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available</p> <p>Percentage of a resident ingoing contribution applied to the Capital Replacement Fund</p> <p>The operator pays a set amount as determined by a quantity surveyor's report, to the Capital Replacement Fund each year. This fund is used for replacing the village's capital items.</p>			<p>\$50,662.00</p> <p>As below</p>	
<p>OR <input type="checkbox"/> the village is not yet operating.</p> <p><i>*Note from village operator: 'Total General Services Charges collected' in the above table refers to the total General Services Charge payable in respect of the village for the relevant financial year (including operator payments under sections 104 and 105 of the Retirement Villages Act 1999 (Q)).</i></p>				

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**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.

<p><b>16.1 Is the resident responsible for arranging any insurance cover?</b> If yes, the resident is responsible for these insurance policies:</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If yes, the resident is responsible for these insurance policies:</p> <p>Residents are responsible for insuring their contents and keeping them insured against loss, theft, damage or destruction.</p>
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**Part 17 – Living in the village**  
*Trial or settling in period in the village*

<p><b>17.1 Does the village offer prospective residents a trial period or a settling in period in the village?</b></p>	<p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
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**Pets**

<p><b>17.2 Are residents allowed to keep pets?</b> If yes: specify any restrictions or conditions on pet ownership</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Pets must be approved by the Scheme Operator. Pets must remain on leash when not in the unit.</p>
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**Visitors**

<p><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)</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>.....</p> <p>For overnight visitors, the Village Manager must be notified of the length of the visit and number of visitors.</p> <p>No boarders are permitted.</p>
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<b>Village by-laws and village rules</b>	
<b>17.4 Does the village have village by-laws?</b>	<input checked="" type="checkbox"/> Yes <input 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>
<b>17.5 Does the operator have other rules for the village.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes: Rules may be made available on request
<b>Resident input</b>	
<b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b>	<input checked="" type="checkbox"/> Yes <input 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>
<b>Part 18 – Accreditation</b>	
<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:
<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.	
<b>Part 19 – Waiting list</b>	
<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

## 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 general services charges 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 Communities, Housing and Digital Economy website.*

## Further Information

If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at [www.chde.qld.gov.au](http://www.chde.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 Communities, Housing and Digital Economy

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Communities, Housing and Digital Economy  
GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: [regulatoryservices@hpw.qld.gov.au](mailto:regulatoryservices@hpw.qld.gov.au)

Website: [www.chde.qld.gov.au/housing](http://www.chde.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: <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)**

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/)