I certify that this is a copy of the authorised version of this Act as at 20 November 2026, and that it incorporates all amendments, if any, made before and in force as at that date and any reprint changes made under any Act, in force before the commencement of the *Legislation Publication Act 1996*, authorising the reprint of Acts and statutory rules or permitted under the *Legislation Publication Act 1996* and made before 20 November 2026.

K Woodward
Chief Parliamentary Counsel
Dated 27 November 2026

TASMANIA

RETIREMENT VILLAGES ACT 2004

No. 50 of 2004

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SCHEDULE 1 – RESIDENCE CONTRACT

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RETIREMENT VILLAGES ACT 2004

No. 50 of 2004

An Act to regulate retirement villages and the rights and obligations of their operators and all persons residing in those villages and to amend the *Consumer Affairs Act 1988*, the *Residential Tenancy Act 1997* and the *Strata Titles Act 1998*

[Royal Assent 17 December 2004]

Be it enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:

PART 1 – PRELIMINARY

1. Short title

This Act may be cited as the *Retirement Villages Act 2004*.

2. Commencement

This Act commences on a day to be fixed by proclamation which is not to be earlier than 1 July 2005.

3. Interpretation

In this Act, unless the contrary intention appears –

accounts, in respect of a retirement village, means a document giving full details of the income and expenditure of the retirement village during the preceding financial year or, as the case may require, since the date when it commenced to operate as such;

approved form means a form approved by the Recorder;

business day means any day except a Saturday, Sunday or public holiday;

commencement date means the date of commencement of this Act;

Director means the Director of Consumer Affairs and Fair Trading;

ingoing contribution has a meaning given by section 4;

operator of a retirement village means a person who, alone or with another person, controls the operation of a

retirement village or purports to control its operation;

personal service means an optional service provided or made available, by or on behalf of an operator, to individual residents of a retirement village;

prospective resident means a person carrying on any negotiations or dealings with the operator of a retirement village with a view to becoming a resident;

Recorder means the Recorder of Titles;

Register means the Register kept under the *Land Titles Act 1980*;

regulations means regulations made and in force under this Act;

residence contract means a contract under which a person pays an ingoing contribution and enters into occupation of any residential premises;

resident of a retirement village means a person who has paid an ingoing contribution in respect of any residential premises in that retirement village and includes a spouse of any such person who –

(a) is residing with that person; or

(b) was residing with that person at the time of that person's death –

whether or not that person has entered into occupation of any such premises;

residential premises means premises, or a part of premises, in a retirement village designed for separate occupation as a place of residence;

retired person means a person who has attained the age of 55 years and retired from full-time employment;

retirement village means a complex of residential premises, including adjacent land, established for retired persons and their spouses, or predominantly for retired persons and their spouses, at least one of whom, before or on becoming a resident, pays or is required to pay an ingoing contribution, where –

(a) the residential premises are occupied by virtue of a residence contract, lease or written licence; or

(b) a right of occupation of the residential premises is conferred by ownership of shares; or

(c) the residential premises are purchased from the operator subject to a right or option of repurchase; or

(d) the residential premises are purchased by prospective

residents on conditions restricting their subsequent disposal –

but does not include –

(e) a complex of residential premises to which this Act does not apply as mentioned in section 5(2); or

(f) a complex of residential premises or class of residential premises which under the regulations is excluded from the application of this Act;

service contract means a contract under which a resident of a retirement village is provided with general services or personal services in the village;

special resolution means a resolution passed at a meeting of residents and tenants of a retirement village if –

(a) written notice of the meeting, containing a statement of the proposed resolution, has been given to all residents and tenants for a period of at least 10 business days; and

(b) the resolution has been passed by a majority of not less than three-quarters of the number of residents and tenants voting either personally or by proxy and entitled to vote at the meeting;

spouse, in relation to a person, includes the person who is or was in a significant relationship, within the meaning of the *Relationships Act 2003*, with that person;

strata scheme means –

(a) a strata scheme; or

(b) a staged development scheme; or

(c) a community development scheme –

within the meaning of the *Strata Titles Act 1998*;

tenant means a person, other than a resident, who has a right to occupy any residential premises;

Tribunal means the Tasmanian Civil and Administrative Tribunal;

village rules means the rules made under Part 4.

4. Meaning of "ingoing contribution"

(1) For the purposes of this Act, an ingoing contribution is taken to be a payment, including a gift or bond, made to the operator of a retirement village in consideration for, or in contemplation of, admission of the person by or on whose behalf the payment was made as a resident of the retirement village and includes any such payment made for the purchase of –

(a) any residential premises in the retirement village; or

(b) the issue or assignment of shares conferring a right of occupation of any such residential premises –

but does not include –

(c) a bond paid under the *Aged Care Act 1997* of the Commonwealth; or

(d) recurrent charges.

(2) Subsection (1) applies to a payment whether or not the whole or any part of it is expressed to be for rent in advance.

5. Application of Act

(1) Subject to this section –

(a) this Act applies to retirement villages, whether established before or after the commencement date, and to the operators, residents and tenants of those villages; and

(b) this Act binds the Crown in right of the State of Tasmania and, so far as the legislative power of Parliament permits, in all its other capacities, but not so as to impose criminal liability on the Crown.

(2) Where no resident or prospective resident is required to pay an ingoing contribution, this Act does not apply to the retirement village unless

the owner of the relevant land, by an application to the Recorder in an approved form and on payment of the prescribed fee, elects that this Act is to apply to the retirement village.

(3) This Act does not apply to any building or any part of a building in a retirement village that is used for the provision of residential care, within the meaning of the *Aged Care Act 1997* of the Commonwealth, by an approved provider under that Act.

(4) If a provision of this Act is inconsistent with a provision of the *Strata Titles Act 1998*, the provision of this Act prevails to the extent of the inconsistency.

PART 2 – RIGHTS OF RESIDENTS

6. Creation of residence rights

(1) A residence contract is to be in writing and comply with the requirements specified in Schedule 1.

(2) A residence contract may have effect notwithstanding Part 3 of the *Local Government (Building and Miscellaneous Provisions) Act 1993*.

(3) Before a person enters into a residence contract, the operator must give to that person –

(a) a copy of the proposed residence contract in a form ready for execution; and

(b) a notice of the person's rights under this Act in accordance with Schedule 2; and

(c) a copy of the village rules required under section 21; and

(d) a check list in accordance with Schedule 3; and

(e) a copy of the accounts and estimates presented at the last annual general meeting of residents and tenants, including a written statement of any subsequent change in the affairs of the retirement village and the operator that may significantly affect the person's

decision to occupy residential premises in the retirement village; and

(f) any other prescribed documents.

(4) If an operator is unable to comply with subsection (3)(e) because the retirement village was not operating at any time in the previous financial year, he or she must give to a person entering into a residence contract statements and information in accordance with section 14(5)(b), (c) and (d).

(5) A representation made by an employee or agent of an operator is taken to be a representation of the operator unless the operator proves that the employee or agent was not acting in the course of his or her employment or agency.

(6) If a residence contract is signed without provision of the documents referred to in subsection (3) or (4), termination of the contract does not render the resident or prospective resident liable to any financial penalty.

(7) Without limiting any right of rescission conferred by law, a resident or prospective resident is entitled to rescind the residence contract –

(a) at any time within 5 business days after the date of the contract; or

(b) on a contravention of subsection (3) or (4), within 5 business days after the day on which any of the documents required

under that subsection is given to the resident or prospective resident.

(8) A contract may be rescinded under this section by notice in writing to the operator.

(9) If a provision of this section is contravened, the operator is guilty of an offence.

Penalty: Fine not exceeding 350 penalty units.

7. Requirement for resident to be retired

(1) Notwithstanding the *Anti-Discrimination Act 1998*, an operator may refuse to enter into a residence contract or service contract with a prospective resident or resident on the ground that he or she is not a retired person.

(2) Subsection (1) does not apply to a resident or prospective resident who is not a retired person if he or she is the spouse of a retired person.

8. Termination of residence rights

(1) A resident of any residential premises has a right of occupation that may not be terminated unless –

(a) the resident dies; or

(b) the resident terminates the residence contract; or

(c) the resident ceases to reside in the retirement village in circumstances in

which there is no reasonable prospect of him or her returning to reside in the retirement village; or

(d) the resident commits a serious breach of the residence contract or the village rules and the operator terminates the resident's right of occupation; or

(e) the residential premises become an unsuitable place of residence for the resident owing to the resident's mental or physical incapacity and the operator or resident terminates the resident's right of occupation on that ground as provided by subsection (3); or

(f) the holder of a mortgage or charge that was in existence at the commencement date becomes entitled to vacant possession of the residential premises under rights conferred by the mortgage or charge; or

(g) the resident and the operator agree on the termination.

(2) The rights of termination under subsection (1)(a), (b), (d) or (e) are subject to –

(a) any limitations or qualifications arising from a contract between the operator and the resident; and

(b) any rights of the resident deriving from the resident's ownership of an interest in any residential premises.

(3) If –

(a) a resident vacates the retirement village owing to mental or physical illness or incapacity, as certified by –

(i) an independent geriatrician or independent general medical practitioner who, in either case, is acceptable to both the resident and the operator; or

(ii) an Aged Care Assessment Team or any similar assessment group established to replace Aged Care Assessment Teams; and

(b) the resident desires, or needs, to move to another kind of accommodation which provides a higher level of care; and

(c) the resident must pay an amount in order to enter that accommodation; and

(d) the resident does not have ready access to funds of that amount, or the payment of that amount by the resident would have a serious effect on his or her personal finances; and

(e) the resident has paid an ingoing contribution to the operator; and

(f) the resident applies to the operator for repayment of the ingoing contribution –

(i) before he or she vacates the retirement village; or

(ii) within 10 business days after he or she vacates the retirement village –

the operator must, within 45 business days or any extended period granted by the Director under section 13, repay to the resident so much of the ingoing contribution as the resident requires to enter into that accommodation, and the balance of the ingoing contribution is to be paid in accordance with section 12.

Penalty: Fine not exceeding 350 penalty units.

(4) A notice by the operator to terminate a resident's right of occupation is to be given to the resident but is of no effect unless it informs the resident –

(a) of the reason for the termination; and

(b) of any right of review provided by the village rules; and

(c) that the decision is subject to a right of review by the Director on application in accordance with Part 5.

(5) A notice by a resident to terminate a right of occupation is to be given to the operator and is to state the reason for the termination.

9. Ingoing contributions

(1) An ingoing contribution paid to an operator by any person is to be held in trust in an account with an authorised deposit-taking institution or in a form of investment in which trustees are authorised by law to invest trust money until –

(a) the resident enters into occupation of any residential premises; or

(b) it becomes apparent that the resident will not enter into occupation of any residential premises.

(2) If the resident does not enter into occupation of any residential premises, any question affecting an entitlement to, or disposition of, the ingoing contribution is to be determined by reference to the residence contract, subject to the following qualifications:

(a) if the resident's failure to enter into occupation is attributable to a failure on the part of the operator to carry out contractual obligations, interest and accretions arising from investment of the ingoing contribution must be paid to the resident;

(b) in any other case, the operator is entitled to retain any such interest and accretions.

(3) Subsection (2) does not affect any entitlement to rescind a residence contract that a resident may have under section 6(7).

(4) If a provision of this section is contravened, the operator is guilty of an offence.

Penalty: Fine not exceeding 350 penalty units.

10. Contractual rights of residents

(1) A service contract may be enforced against the operator of a retirement village.

(2) Where an ingoing contribution is paid under a residence contract which provides that it will be repaid in whole or in part on the happening of a contingency and the contingency occurs, the resident or a person claiming under the residence contract may recover the amount that is repayable as a debt from the operator of the retirement village.

(3) An action does not lie against the owner of land in a retirement village for the enforcement of rights under subsection (1) or (2) unless –

(a) the owner is a party to the contract under which the ingoing contribution is repayable; or

(b) the owner is the sole operator of the retirement village; or

(c) an operator other than the owner has failed to satisfy a judgment given for the enforcement of those rights.

(4) The rights of a resident to repayment of an ingoing contribution, or part of an ingoing

contribution, are a charge on land in the retirement village other than –

(a) any residential premises owned by a resident; or

(b) common property that is subject to a strata scheme.

(5) A charge referred to in subsection (4) may be enforced only with the approval of the Supreme Court and subject to any conditions that the Court thinks just and equitable.

(6) If the Supreme Court approves the enforcement of the charge, it may, subject to any conditions imposed by the Court, be enforced in the same way as a mortgage registered under the *Land Titles Act 1980*.

11. Arrangements if resident is absent or vacates

(1) Where a resident has given to the operator at least 30 days' notice of any period during which he or she intends to be absent from the retirement village, the resident is not liable to pay any amount for any personal service that the operator ceases to provide to the resident in the resident's absence during that period.

(2) Where –

(a) a resident is absent from a retirement village for a continuous period of at least 30 days; and

(b) has not given notice as mentioned in subsection (1) –

the resident is not liable to pay, in respect of a period of absence after those 30 days, any amount for any personal service that the operator ceases to provide to the resident in the resident's absence during that period.

(3) Where a resident vacates his or her residential premises in a retirement village, the resident ceases to be liable to pay any amount (other than an amount that has already accrued) in respect of any personal service that the operator ceases to provide to the resident after the resident vacates the residential premises.

(4) If the resident is entitled to the repayment (in whole or in part) of an ingoing contribution, the resident is not liable to pay any amount in respect of charges for personal service that may accrue after he or she has ceased to reside in the retirement village until the ingoing contribution is repaid, but the operator may then, at the time of repayment, deduct from the ingoing contribution any amount payable by the resident.

12. Repayment of ingoing contribution

Where a resident dies or vacates his or her residential premises in a retirement village, the operator must –

(a) refund to the resident or the resident's personal representative any amount to which the resident is entitled within –

(i) 6 months after the resident dies, or any extended period granted by the Director under section 13; or

(ii) 6 months after the operator or resident receives notice of termination of the residence contract, or any extended period granted by the Director under section 13; or

(iii) 30 days after the resale or reoccupation of the resident's residential premises –

whichever first occurs; and

(b) take all reasonable steps for resale or reoccupation of the residential premises.

Penalty: Fine not exceeding 350 penalty units.

13. Serious financial hardship of operator

If, on application by the operator, the Director is satisfied that –

(a) the repayment required under section 8(3); or

(b) the refund required under section 12(a)(i) or (ii) –

would cause serious financial hardship to the operator if paid within the required period, the Director may extend that period for a further

period not exceeding 12 months, either unconditionally or subject to any conditions considered appropriate in the circumstances of the case.

14. Meetings of residents and tenants

(1) The operator of a retirement village –

(a) may convene a meeting of residents and tenants at any time; and

(b) must convene an annual general meeting of residents and tenants not later than 30 November in each year.

(2) A representative of the operator who is authorised to speak on behalf of the operator must –

(a) attend a meeting convened under subsection (1); and

(b) give responses to questions put at the meeting in accordance with this section.

(3) A meeting of residents and tenants may also be convened by a residents' and tenants' committee elected under section 16(1).

(4) A meeting is to be convened by notifying each resident and tenant at least 10 business days before the date of the meeting and the notice is to set out –

(a) the time and place of the meeting; and

(b) the business to be transacted at the meeting stating, in particular, the terms of any special resolution proposed to be put to the meeting.

(5) A notice for an annual general meeting under subsection (1) is to be accompanied by –

(a) if the retirement village was operating at any time during the previous financial year, a statement of income received from residents and tenants, and expenditure from that income, for the previous financial year; and

(b) a statement of estimates of income from residents and tenants, and expenditure from that income, for the current financial year; and

(c) a statement of estimates of income, from any source, and expenditure, for the current financial year in respect of any contingency, sinking or other reserve fund or account established for the purposes of capital replacement or improvements, irregular long-term maintenance or other similar items; and

(d) such other information as the regulations may require; and

(e) an invitation to residents and tenants –

(i) to submit written questions to the operator at least 5 business days

before the date of the meeting; and

(ii) to ask any other questions at the meeting; and

(f) a balance sheet for the retirement village together with a summary expressed in clear and simple terms of the general effect of the balance sheet.

(6) A statement of income and expenditure under subsection (5)(a) is to be audited by a person who is a registered company auditor within the meaning of the Corporations Act or, as the case may require, approved to conduct an audit under section 24(1)(b) of the *Associations Incorporation Act 1964*.

(7) The operator must ensure that any resident or tenant is afforded, on reasonable request, a reasonable opportunity to inspect a balance sheet for the retirement village, together with a summary expressed in clear and simple terms of the general effect of the balance sheet.

(8) The operator must ensure –

(a) that residents and tenants have a reasonable opportunity to put questions to the operator or his or her representative at a meeting of residents and tenants convened by the operator; and

(b) that questions submitted in writing under subsection (5)(e)(i), or asked at a meeting, are answered –

(i) if possible, in reasonable detail at the relevant meeting; or

(ii) to the extent that compliance with subparagraph (i) is not possible, as soon as reasonably practicable after the meeting by the presentation of detailed written answers.

(9) Nothing in this section requires an operator, or the representative of an operator, to answer an unreasonable question.

(10) The operator of a retirement village must ensure that accurate minutes are kept of any meeting of residents and tenants convened by the operator.

(11) Without limiting what may be recorded in the minutes of a meeting of residents and tenants, the operator of a retirement village must ensure that any minutes of a meeting kept under subsection (10) record –

(a) any questions asked by residents and tenants at the meeting; and

(b) any answers given by the operator, or a representative of the operator, to questions asked at the meeting; and

(c) such other matters as may be prescribed.

(11A) The operator of a retirement village must –

(a) make any minutes kept under subsection (10) available for inspection by residents of the retirement village within 30 days after the day on which the meeting, to which the minutes relate, is held; and

(b) arrange for the minutes to be adopted at the following meeting of residents and tenants convened by the operator.

(12) In the case of a retirement village managed by a body corporate for a strata scheme, a meeting under this section may be held in conjunction with a meeting of the body corporate as required under the *Strata Titles Act 1998*.

(13) If a requirement of this section is contravened, the operator is guilty of an offence.

Penalty: Fine not exceeding 200 penalty units.

(14) Where 2 or more residents or tenants are in occupation of the same residential premises in a retirement village, each of them is entitled to vote at a meeting of residents and tenants.

(15) A vote may be cast by proxy.

14A. Increase in recurrent charges

(1) In this section –

CPI figure for Hobart means the Consumer Price Index: All Groups Index Number

for Hobart published by the Australian Statistician under the authority of the *Census and Statistics Act 1905* of the Commonwealth.

(2) The operator of a retirement village may not increase recurrent charges payable by the residents of that retirement village unless –

(a) the operator submits, to a meeting of residents and tenants of that retirement village convened under section 14(1)(b), a written explanation that demonstrates that the increase in recurrent charges is reasonable in the circumstances, having regard to the accounts for the previous financial year and the estimates for the current financial year; and

(b) in a case where the increase in recurrent charges exceeds the CPI increase amount for those recurrent charges –

(i) the increase is authorised at the meeting by a resolution passed by at least 65% of the residents and tenants voting, either personally or by proxy, and entitled to vote at the meeting; or

(ii) the increase in excess of the CPI increase amount is attributable to any one or more of the following:

(A) an increase in rates, taxes or charges payable under an Act in respect of the

land in the retirement village;

(B) an increase in the salaries or wages payable to the manager of the retirement village, or a person employed for the purposes of the retirement village's operation, as a consequence of a change in award, registered agreement or other industrial instrument;

(C) an increase in insurance premiums, or insurance excesses paid, in relation to the retirement village or its use;

(D) any other prescribed reason.

(3) For the purposes of subsection (2)(b), in determining any increase in recurrent charges payable in respect of a retirement village, an increase in a recurrent charge is only to be included to the extent that the increase is attributable to expenses relating to that retirement village.

(4) For the purposes of this section, the ***CPI increase amount*** for recurrent charges is the amount of increase in the recurrent charges that

would result from the recurrent charges being increased by the percentage change between –

(a) the average of the CPI figures for Hobart in respect of the 4 quarters immediately preceding the meeting; and

(b) the average of the CPI figures for Hobart in respect of the 4 quarters immediately preceding the 4 quarters referred to in paragraph (a).

(5) The operator of a retirement village must not increase, or attempt to increase, recurrent charges payable by a resident of the retirement village unless –

(a) that increase is in accordance with this section; or

(b) the Tribunal has ordered that the increase take effect under section 14B.

Penalty: Fine not exceeding 200 penalty units.

(6) Any increase in a recurrent charge by the operator of a retirement village that does not comply with this section is void and is not payable by the residents of the retirement village unless the Tribunal has ordered that the increase take effect under section 14B.

14B. Tribunal may order increase in recurrent charges in certain circumstances

(1) The operator of a retirement village may make an application to the Tribunal for an order in

respect of a proposed increase in recurrent charges payable by the residents of a retirement village if –

(a) the proposed increase may only occur if authorised by a resolution under section 14A(2)(b); and

(b) the proposed increase is put to a meeting of residents and tenants and the meeting does not pass a resolution authorising the increase.

(2) An application to the Tribunal under subsection (1) must be made within 28 days after the operator of the retirement village becomes aware that the meeting referred to in subsection (1)(b) did not pass a resolution authorising the proposed increase.

(3) The operator of a retirement village must, as soon as reasonably practicable after making an application for an order under subsection (1), give each resident and tenant of that retirement village written notice of the making of that application.

(4) The Tribunal may, on application made under subsection (1) –

(a) order that the proposed increase is to take effect, with or without modification, from a date specified in the order; or

(b) order that the proposed increase is not to take effect.

(5) In determining an application made under subsection (1), the Tribunal may have regard to the following:

(a) the general market level of recurrent charges paid at similar retirement villages in the same or a similar locality as the retirement village;

(b) the level and cost of services and facilities provided for in estimates of expenditure for the current financial year;

(c) any proposed amendments (including additions) to the services and facilities to which the residents have consented or are considered necessary by the applicant;

(d) the cost of general services required to be provided by the operator, including where the increase in the cost of general services is greater than the CPI increase amount for those services, as calculated in accordance with section 14A;

(e) the frequency and amount of past amendments of the recurrent charges;

(f) previous agreement or support given by residents to future increases in recurrent charges necessitated by improvements made to the retirement village;

(g) if the retirement village is subject to a strata scheme, the amounts of levies and other contributions payable by the

residents under the *Strata Titles Act 1998*;

(h) any other matter that the Tribunal considers relevant.

(6) The provisions of the *Tasmanian Civil and Administrative Tribunal Act 2020* apply in relation to an application made to the Tribunal under this section.

(7) . . . . . .

(8) For the avoidance of doubt, the making of an order by the Tribunal under this section is within the original jurisdiction of the Tribunal.

14C. Imposition of levies

(1) This section applies in respect of the imposition of a levy on the residents of a retirement village for a purpose not authorised by the village rules or the residence contract.

(2) A levy to which this section applies may not be imposed on the residents of a retirement village unless –

(a) the residents and tenants have authorised the imposition of the levy by a special resolution; or

(b) a levy for a purpose not authorised by the village rules or the residence contract has not been imposed on the residents of the retirement village in the immediately preceding 12 months and the expenditure

which the levy is intended to cover is payable either because of the requirements of an Act or the order of a court or tribunal.

(3) The operator of a retirement village must not impose, or attempt to impose, a levy on a resident of the retirement village if the imposition of that levy is contrary to this section.

Penalty: Fine not exceeding 200 penalty units.

(4) The imposition of a levy on the residents of a retirement village is void and is not payable by the residents of the retirement village if the imposition of that levy is contrary to this section.

15. Auditing of accounts

The operator of a retirement village must ensure that the accounts for the village are audited annually by a person qualified to audit accounts under the Corporations Act or, as the case may require, approved to conduct an audit under section 24(1)(b) of the *Associations Incorporation Act 1964*.

16. Residents' and tenants' committees

(1) The residents and tenants of a retirement village may, at a meeting of residents and tenants, elect a residents' and tenants' committee of at least 3 residents or tenants to represent the interests of the residents and tenants.

(2) A person who is not a resident or tenant of the retirement village is not entitled to be a member of such a committee.

(3) Each member of a residents' and tenants' committee holds office for one year after he or she is elected, but is eligible for re-election.

(4) A member may be removed from office by a special resolution at a meeting of residents and tenants.

(5) A residents' and tenants' committee may determine its own procedure.

(6) A residents' and tenants' committee may appoint subcommittees and determine their procedures.

(7) An operator must not –

(a) discourage or prevent the appointment of a committee under this section; or

(b) obstruct a committee in the performance of its functions.

Penalty: Fine not exceeding 25 penalty units.

17. Meeting with new operator

(1) It is taken to be a term of every agreement that may result in a change in the operator of a retirement village, including a change by virtue of the sale of an interest in the land within the village, that, before the change is effected, the person who is to be the new operator is to convene a meeting of residents and tenants at

which the person or his or her representative will –

(a) present a report on any changes that are proposed for the retirement village, including any reasonable proposal to change a charge, fee or levy payable by residents as provided by section 14A, and any plans for the future management and operation of the retirement village; and

(b) answer any reasonable question put by a resident or tenant.

(2) A meeting is to be convened by sending to each resident and tenant, at least 10 business days before the date of the meeting, a written notice setting out –

(a) the time and place of the meeting; and

(b) the reason for the meeting.

(3) If a change in an operator of a retirement village is effected by an agreement without compliance with the term referred to in subsection (1), the new operator is guilty of an offence.

Penalty: Fine not exceeding 100 penalty units.

18. Decisions at meetings of residents and tenants

A decision or resolution made or passed at a meeting of residents and tenants is of no effect unless it is agreed to by a quorum present in accordance with the village rules.

19. Documents to be supplied to residents and tenants

(1) The operator of a retirement village must, within 10 business days after a reasonable request by a resident, provide the resident with –

(a) a copy of the residence contract under which the resident entered into occupation of any residential premises in the retirement village; or

(b) a copy of the village rules that are applicable to the retirement village; or

(c) a statement of the amount to which the resident would be entitled, by way of repayment of ingoing contribution, if the resident were to cease to reside in the retirement village; or

(d) a copy of any service contract applicable to the resident.

Penalty: Fine not exceeding 100 penalty units.

(2) The operator of a retirement village must, within 10 business days after a reasonable request by a tenant, provide the tenant with a copy of the village rules that are applicable to the retirement village.

Penalty: Fine not exceeding 100 penalty units.

(3) The operator may make a reasonable charge for the provision of any document referred to in subsection (1) or (2).

PART 3 – INSURANCE OF RETIREMENT VILLAGES

20. Duty of operator to insure village

(1) The operator of a retirement village must insure the village and keep it insured to its full replacement value in accordance with this section.

Penalty: Fine not exceeding 350 penalty units.

(2) Insurance required by this section must provide, but is not limited to, cover for the following:

(a) damage;

(b) costs incidental to the reinstatement or replacement of insured buildings;

(c) public liability;

(d) the reinstatement of property to its condition when new.

(3) The regulations may specify the minimum amount of public liability insurance required under this section.

PART 4 – VILLAGE RULES

21. Requirement for village rules

(1) An operator must, in accordance with this Part, make written rules relating to the use, enjoyment, control and management of a retirement village.

Penalty: Fine not exceeding 50 penalty units.

(2) The rules made under this Part must provide for, or with respect to, but are not limited to, the following matters:

(a) persons other than residents, tenants or employees of the retirement village living in the retirement village;

(b) visitors, including overnight or short-stay guests;

(c) avoiding unreasonable noise;

(d) the parking of motor vehicles;

(e) the disposal of refuse;

(f) gardening and landscaping;

(g) the use and operation of services or facilities, including restrictions on their use;

(h) a quorum at all meetings of residents and tenants;

(i) a detailed procedure for internal resolution of disputes;

(j) any other matter prescribed by the regulations.

22. Additions and amendments to village rules

(1) A resident or tenant may request the operator to make an addition to, or amendment of, the village rules.

(2) An operator may add to, or amend, the village rules but must provide all residents and tenants with a copy of the amended village rules at least 10 business days before their proposed commencement.

(3) An addition to, or amendment of, village rules is of no effect unless notice of the addition or amendment has been given as provided by subsection (2).

23. Objections by residents, tenants or operator, &c.

(1) If –

(a) a resident or tenant objects to a village rule or a proposed addition to, or amendment of, a village rule on the ground that it is unreasonable; or

(b) the operator objects to a proposed addition to, or amendment of, a village rule requested by a resident or tenant –

the resident, tenant or operator may apply to the Director for an order in accordance with subsection (2).

(2) On application under this section, the Director may, after considering the circumstances of the case, make an order –

(a) setting aside or modifying the village rule or proposed addition or amendment; or

(b) directing that the proposed addition or amendment, or the proposed addition or amendment modified as specified in the order, is to take effect from a date specified in the order.

24. Application of village rules

A village rule is binding on –

(a) an operator; and

(b) a resident; and

(c) a tenant; and

(d) a person who occupies, or is present in, any premises or any part of the retirement village with the permission of the operator, a resident or tenant; and

(e) an employee of a person referred to in paragraph (a), (b), (c) or (d).

25. Inconsistency with residence contract

If a village rule is inconsistent with a provision of a residence contract, the contract prevails to the extent of the inconsistency.

26. Compliance with village rules by persons other than operator and residents

(1) It is taken to be a term of a residence contract that a resident or former resident who is a party to the contract will use his or her best endeavours to ensure compliance with the village rules by –

(a) a tenant or subtenant of the resident or former resident; and

(b) any other person who is lawfully on the resident's or former resident's residential premises other than a person who has a right of entry to the premises without the resident's or former resident's consent; and

(c) any other person who is in the retirement village at the resident's or former resident's invitation.

(2) It is also taken to be a term of every residence contract that the operator will use his or her best endeavours to ensure compliance with the village rules by –

(a) tenants of the operator; and

(b) employees of the operator; and

(c) any other persons who are in the retirement village at the operator's invitation.

PART 5 – DISPUTE RESOLUTION

Division 1 – Application to Director

27. Requirement to minimise loss

The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of a residence contract.

28. Application to Director

(1) An application to the Director for relief under this Part may be made in respect of –

(a) any contravention of this Act; or

(b) any contravention of a residence contract, service contract or village rule; or

(c) any decision made or required under this Act, a residence contract, service contract or village rule where the decision is claimed to be unreasonable; or

(d) any village rule claimed to be unreasonable –

but only if the applicant has first followed the procedure provided in the village rules for internal resolution of disputes.

(2) The application may be made by –

(a) an operator; or

(b) a resident, former resident or other person who has paid an ingoing contribution; or

(c) a tenant; or

(d) the personal representative of a person referred to in paragraph (b) or (c); or

(e) an agent of a person referred to in paragraph (a), (b), (c) or (d); or

(f) any other person who appears to the Director to have a sufficient interest in the matter.

(3) The application –

(a) is to be made in writing to the Director; and

(b) is to set out in detail the grounds on which the application is made; and

(c) is to state the general nature of the relief that the applicant seeks; and

(d) is to be accompanied by the prescribed fee.

(4) If the Director declines to proceed with the application, he or she must, within 14 days, provide the applicant with written reasons for the decision.

29. Notice of application

Where the Director accepts an application, he or she must give written notice of the application to any person appearing to the Director to have a sufficient interest in the matter.

30. Amendment of application

The Director may allow an amendment of an application on any conditions that the Director thinks fit.

Division 2 – Powers and procedures

31. Investigations

(1) The Director must, in accordance with Part IV of the *Consumer Affairs Act 1988*, conduct such investigations as he or she considers necessary for the proper determination of an application.

(2) The Director may, but need not, hold a hearing for the purpose of receiving evidence and representations.

(3) In conducting an investigation, the Director –

(a) must proceed as expeditiously and with as little formality and technicality as is consistent with the requirements of the *Consumer Affairs Act 1988* and the proper investigation of the matter; and

(b) is not bound by the rules of evidence and may gather information in any way that the Director considers appropriate; and

(c) may, subject to the *Consumer Affairs Act 1988* and the rules of natural justice, determine the procedures to be followed.

32. Termination on ground of breach of residence contract or village rules

(1) The operator of a retirement village may apply to the Director for an order terminating the residence contract of a resident who has committed a serious breach of the residence contract or a village rule.

(2) A resident may apply to the Director for an order terminating his or her residence contract if the operator has committed a serious breach of the residence contract or a village rule.

(3) The Director may, on application made under this section, make an order terminating the residence contract, but only if he or she is satisfied that –

(a) the breach, in the circumstances of the case, is such as to justify termination of the contract; or

(b) persistent breaches by the resident or operator concerned are, in the circumstances of the case, such as to justify termination of the contract.

(4) If the Director makes an order terminating a residence contract under this section, the Director must specify in the order a date by which the resident must vacate the residential premises concerned.

(5) If the Director forms the opinion, in the course of proceedings under this section, that a village rule is unreasonable, the Director may make an order –

(a) setting aside the rule; or

(b) modifying the operation of the rule, either in its application to the operator or to a resident or tenant or to some or all of the residents and tenants of the retirement village concerned.

33. Orders of Director

(1) The Director may, on application by any person referred to in section 28(2), make an order –

(a) for the settlement of a dispute, or resolution of a complaint, with respect to the exercise or performance of, or the failure to exercise or perform, a power, authority, duty or function under this Act; or

(b) in respect of any decision made or required to be made or authorised under this Act, the village rules, a residence contract or service contract.

(2) Without limiting the powers of the Director to make an order under subsection (1), the Director may, on application by a resident, tenant, former resident, operator or other person under this Act, make one or more of the following orders:

(a) an order directing a resident, tenant or operator to comply with a requirement of this Act;

(b) an order that varies or sets aside a provision of a residence contract or a village rule that conflicts with this Act;

(c) an order restraining any action in breach of any residence contract, service contract or village rule;

(d) an order requiring the performance of any residence contract, service contract or village rule;

(e) an order directing a resident, former resident, operator or other person to perform such work or take such other steps as the order specifies to remedy a breach of a residence contract, service contract or village rule;

(f) an order directing a tenant to perform such work or take such other steps as the order specifies to remedy a breach of a village rule;

(g) an order for the payment of an amount of money, not exceeding $5 000, to another

party to the proceedings or to any other person specified in the order;

(h) an order for compensation not exceeding $5 000;

(i) an order that requires payment to the Director of all or part of any recurrent charges payable by a resident (or former resident) to the operator until the whole or part of any residence contract has been performed or any application for compensation has been determined;

(j) an order that requires payment towards the cost of remedying a breach of a contract or towards the cost of any compensation;

(k) in the case of an application relating to any other dispute between a resident or former resident and an operator of a retirement village that is subject to a strata scheme, and with the concurrence of any other party to the dispute, any order that the Recorder may make under the *Strata Titles Act 1998* to determine the dispute;

(l) any other order prescribed by the regulations for the purposes of this section.

(3) Where the Director determines that there are grounds for exercising his or her powers under this section, the Director may, in writing, require an operator, resident, tenant, former resident or

other person under this Act to pay to the Director an amount estimated to be the reasonable cost of conducting any investigation that may be necessary.

(4) An order made under this section –

(a) may be an interim order; and

(b) may be enforced in the same manner as an order made by a magistrate under the *Magistrates Court (Civil Division) Act 1992*.

(5) A person who is required to do, or refrain from doing, any act by an order under this section must comply with the order.

Penalty: Fine not exceeding 50 penalty units and an additional fine of 1 penalty unit for each day during which the contravention continues.

34. Appeal against decision or order

(1) An appeal against a decision or order of the Director may be made to the Tasmanian Civil and Administrative Tribunal by any of the following persons:

(a) the applicant;

(b) any person who has made a written submission to the Director relating to the subject matter of the decision or order;

(c) any person required by the decision or order to do or refrain from any action;

(d) any other person specified in the regulations.

(2) The appeal is to be instituted within 30 days after the decision or order is made and is to be heard by way of rehearing of the application to the Director.

(3) In deciding the appeal, the Tasmanian Civil and Administrative Tribunal may –

(a) confirm the decision or order of the Director; or

(b) vary or quash that decision or order.

35. Stay of operation of order

The Tasmanian Civil and Administrative Tribunal may, on application by any person appearing to the Tribunal to have a proper interest in the matter, stay the operation of an order subject to appeal until the determination of the appeal.

PART 6 – MISCELLANEOUS

36. Operator not to demand power of attorney

(1) The operator, or a close associate of the operator, of a retirement village must not require a resident or tenant, or prospective resident or tenant, of the retirement village to give the operator a power of attorney in favour of the operator or a person nominated by the operator.

Penalty: Fine not exceeding 100 penalty units.

(2) A power of attorney given in favour of an operator of a retirement village, or a person nominated by the operator, by a resident or tenant, or prospective resident or tenant, of the retirement village –

(a) if given before the commencement date, terminates on that commencement; and

(b) if given on or after the commencement date, is void.

(3) This section has effect notwithstanding Part 4 of the *Powers of Attorney Act 2000*.

37. Operator not to demand appointment as proxy

(1) The operator, or a close associate of the operator, of a retirement village must not require a resident or tenant, or prospective resident or tenant, of the retirement village to appoint the operator, a close associate of the operator or a

person nominated by the operator as the proxy of the resident or tenant.

Penalty: Fine not exceeding 100 penalty units.

(2) Any appointment of the operator of a retirement village, a close associate of the operator or a person nominated by the operator as the proxy of a resident or tenant, or prospective resident or tenant, of the retirement village –

(a) if made before the commencement date, terminates on that commencement; and

(b) if made on or after the commencement date, is void.

(3) Subsection (2) does not apply if the resident or tenant or prospective resident or tenant who made the appointment is a relative of the operator.

(4) This section has effect despite the terms of any instrument appointing an operator of a retirement village, a close associate of the operator or a person nominated by the operator as a resident's or tenant's or prospective resident's or tenant's proxy.

38. Endorsement on folio of Register

(1) Where any land is, or is to be, used as a retirement village, the Recorder is to endorse a note of that fact on the relevant folio of the Register.

(2) The owner of any land used, or to be used, as a retirement village must apply to the Recorder, in a form approved by the Recorder and on payment of the prescribed fee, for endorsement of the relevant folio of the Register –

(a) if the retirement village was established before the commencement date, within 3 months after that commencement; or

(b) in any other case, before any person enters into occupation of any residential premises in the retirement village.

Penalty: Fine not exceeding 350 penalty units.

(3) Before an application is made under subsection (2), the owner must notify any person who holds a mortgage, charge or encumbrance over the land.

(4) If the application relates to a retirement village that had not been established before the commencement date, the application may be made only with the consent of each person who holds any such mortgage, charge or encumbrance.

(5) The Recorder may –

(a) on application in an approved form by the owner of any land formerly used as a retirement village; and

(b) on payment of the prescribed fee –

cancel an endorsement made under this section if satisfied that no part of the land is still occupied under a residence contract.

39. Residence contract to be binding on new operator

A residence contract is binding on any new operator of the land used as a retirement village as if that person were a party to the residence contract.

40. Termination of retirement village

(1) Where one or more residents have entered into occupation of residential premises in a retirement village, the retirement village is to continue to operate as such unless –

(a) the operator and all the residents agree to the termination of the retirement village; or

(b) the Supreme Court approves of the termination.

(2) If the Supreme Court approves the termination of a retirement village, the Court may make such orders as it thinks necessary to protect the interests of existing residents.

41. Certain persons excluded from administration of retirement village

(1) A person to whom this section applies must not be concerned in the administration or management of a retirement village.

Penalty: Fine not exceeding 350 penalty units.

(2) This section applies to –

(a) a company that is subject to external administration under the Corporations Act; and

(b) an incorporated association that is being wound up under the *Associations Incorporation Act 1964*; and

(c) a person who –

(i) has during the preceding 5 years been convicted of an offence against another person or an offence involving fraud or dishonesty; or

(ii) has served a sentence of imprisonment for an offence against another person or an offence involving fraud or dishonesty, if the sentence ended during the preceding 5 years; or

(iii) is bankrupt or has applied to take the benefit of any law relating to bankrupt or insolvent debtors.

42. Contract to avoid Act

(1) A residence contract or other agreement or arrangement entered into between an operator of a retirement village and a resident after the commencement date that –

(a) is inconsistent with a provision of this Act; or

(b) purports to exclude, modify or restrict the operation of this Act, or a right conferred by or under this Act –

is, except where the inconsistency, exclusion, modification or restriction is expressly permitted by this Act, to that extent void and of no effect.

(2) Where a residence contract or other agreement or arrangement that has been entered into between an operator and a resident before the commencement date is inconsistent with a provision of this Act, that contract, agreement or arrangement prevails to the extent of the inconsistency.

43. Liability of directors and managers

(1) Where an operator that is a body corporate is guilty of an offence against this Act, each director, within the meaning of the Corporations Act, is also guilty of an offence and liable to the same penalty as is provided for the principal offence unless it is proved that he or she could not, by the exercise of reasonable diligence, have

prevented the commission of the offence by the operator.

(2) Where an operator that is an incorporated association, within the meaning of the *Associations Incorporation Act 1964*, is guilty of an offence against this Act, each person concerned in the management of the association is also guilty of the offence and liable to the same penalty as is provided for the principal offence unless it is proved that he or she could not, by the exercise of reasonable diligence, have prevented the commission of the offence by the operator.

44. Regulations

(1) The Governor may make regulations for the purposes of this Act.

(2) Without limiting the generality of subsection (1), the regulations may –

(a) prescribe fees payable to the Director or to the Recorder for the purposes of this Act; and

(b) provide that a fee payable to the Director may be determined by an estimate of the time reasonably required for exercising his or her powers under this Act; and

(c) provide that a complex of residential premises or class of residential premises is excluded from the application of this Act.

45. Administration

Until provision is made in relation to this Act by order under section 4 of the *Administrative Arrangements Act 1990* –

(a) the administration of this Act is assigned to the Minister for Justice and Industrial Relations; and

(b) the department responsible to that Minister in relation to the administration of this Act is the Department of Justice.

46. *The amendments effected by this section have been incorporated into the authorised version of the Consumer Affairs Act 1988.*

47. *The amendment effected by this section has been incorporated into the authorised version of the Residential Tenancy Act 1997.*

48. *The amendment effected by this section has been incorporated into the authorised version of the Strata Titles Act 1998.*

SCHEDULE 1 – RESIDENCE CONTRACT

Section 6(1)

A residence contract should, so far as is reasonably practicable, be expressed plainly and in gender-neutral language and, without limiting any other terms or conditions which may be agreed between the parties, must comply with the following requirements:

(a) NAMES OF PARTIES

The contract must include the full names and addresses of each party to the contract and, in particular, the full address of the operator.

(b) NAME AND ADDRESS OF THE RETIREMENT VILLAGE

The contract must set out the name, if any, of the retirement village and its full address.

(c) DESCRIPTION OF ACCOMMODATION

The contract must identify the residential premises which will be occupied by the resident and give a reasonable description of their features.

(d) TYPE OF OCCUPATION

The contract must specify the type of occupation to which the resident is entitled, and the terms and conditions of that occupation.

(e) INGOING CONTRIBUTION

The contract must specify the amount of any ingoing contribution payable by the resident, the basis upon which the ingoing contribution is paid, and the date on which the ingoing contribution is payable. The contract must also set out the terms and conditions under which the ingoing contribution will be repaid as a result of any of the events referred to in section 8(3) or section 12 of the *Retirement Villages Act 2004* and the basis upon which the amount of any repayment will be calculated.

(f) FEES AND CHARGES

The contract must specify the various fees and charges payable by the resident, distinguishing between recurrent charges and other fees. The contract must specify when each fee or charge is payable and the amount of the fee or charge, or its method of calculation. Any right to vary the fee or charge must be specified. The contract must also state any fee or charge which will continue to be payable if the resident is absent from the retirement village or ceases to reside in the retirement village.

(g) FACILITIES AND SERVICES

The contract must specify any facilities which are to be specifically provided for the benefit of the resident, and any work to be undertaken by the operator. The contract must also specify all services that the operator will provide for the benefit of residents and tenants generally.

(h) LIABILITY FOR PERSONAL SERVICES

The contract must state particulars of how it is proposed to calculate, in accordance with section 11 of the *Retirement Villages Act 2004*, any amount that a resident may be liable to pay for personal services if he or she is absent from, or ceases to reside in, the retirement village.

(i) COMMUNAL FACILITIES

The contract must describe the communal facilities available to residents and tenants of the retirement village.

(j) TERMINATION OF RESIDENCE RIGHTS

The contract must specify the action which must be taken in order to terminate the contract and the steps, if any, that a party agrees to undertake after a termination.

(k) OTHER ACCOMMODATION

The contract may provide information as to any further care or accommodation that may be available to the resident in the future.

(l) DISPUTES

The contract must specify the procedures for the resolution of a dispute within the retirement village.

(m) TRUSTEE

The contract must set out the terms and conditions on which a trustee has been appointed for the purposes of the retirement village, so far as any such trustee is involved in holding moneys paid by the resident on trust, or is available or responsible to represent the interests of the resident, and any rights that the resident may have by virtue of that appointment.

(n) REQUIREMENT FOR INDEPENDENT ADVICE

The contract must include a statement that it has been recommended that, before the contract is signed, the prospective resident should obtain advice from an Australian legal practitioner or other independent source.

SCHEDULE 2 – NOTICE TO PROSPECTIVE RESIDENT OF RETIREMENT VILLAGE

Section 6(3)(b)

To: *(name)* .....of *(address)*
.....

THIS NOTICE SETS OUT VARIOUS LEGAL RIGHTS YOU HAVE IF YOU ENTER INTO A CONTRACT TO BECOME A RESIDENT OF THE *(name)* ..... RETIREMENT VILLAGE AT *(address)*
.....

NOTE: The operator of the village is *(name, in block letters)* ....., of *(address)* .....
.....

1. "COOLING-OFF" RIGHTS. Once you have signed the contract you have the right to rescind (i.e. cancel) the contract. If you receive this notice before you enter into the contract, you may rescind the contract within 5 business days after you have received the notice. To rescind a contract, you must give notice in writing to the abovementioned operator. This notice should state that you have decided to rescind the contract, and it must be delivered personally or posted. If you rescind a contract, you are entitled to a refund of any money paid by you under the contract. Before deciding to enter into a contract or to rescind a contract, you should read and consider carefully the rest of this notice and the documents you received with this notice, including the check list of questions relating to retirement villages generally and the rules binding all persons residing at the abovementioned retirement village ("the village rules").

2. RIGHTS UNDER THE *RETIREMENT VILLAGES ACT 2004*. The *Retirement Villages Act 2004* (the Act) sets out various rights you have if you enter into a residence contract, and these rights cannot be excluded by contract. Some of these statutory rights are briefly described below.

(You can buy a copy of the Act from the Government Printer or access it by means of the Internet at www.thelaw.tas.gov.au).

Sections 6 and 8 – The right to stay

As a resident at a retirement village, you have a right of occupation of premises that will continue during your lifetime unless that right is terminated in accordance with the Act. The termination may be by agreement between you and the operator or, in certain circumstances, by the operator or by you acting alone. The Act offers some protection for your right of occupation of your premises. However, if the operator of the retirement village becomes insolvent, your right of occupation may be terminated by a mortgagee under a mortgage that was in existence at the date on which the Act came into effect.

Sections 9 and 10 – Ingoing contributions and service contracts

You will be able to enforce your rights under a service contract, or for repayment of your ingoing contribution (i.e. the lump sum paid on entry into the retirement village), against the operator or the owner of the land used for the village.

Section 14 – Accounts information to be provided at annual general meeting

The operator of the retirement village must hold an annual general meeting of residents and tenants before 30 November in each year. At that meeting it must present accounts showing recurrent charges, and how the amount of those charges was spent, for the previous year, and estimates of income from recurrent charges for the next year. Residents and tenants must have a reasonable opportunity to put questions.

Section 14C – Imposition of levies

A levy can be imposed in limited circumstances, such as where agreed to by a special resolution, as defined in section 3 of the Act, or where necessary due to the requirements of an Act or a court order or similar.

Section 19(1) – Copies of village rules and other documents

You will be entitled to receive, on reasonable request, a copy of your contract, a copy of the village rules and a statement of the amount to which you will be entitled if you cease to reside at the retirement village. If the village rules are altered, an amended copy of the rules will be given to you.

Sections 28 and 33 – Unreasonable village rules

An unreasonable village rule may be void, i.e. of no effect. A dispute as to whether a rule is unreasonable may be taken to the Director of Consumer Affairs and Fair Trading.

Section 28 – Disputes

If a dispute arises between you and the operator of the retirement village, either party will be entitled to apply to the Director of Consumer Affairs and Fair Trading for resolution of the matter. However, you must first follow the procedures for resolving disputes that are provided in the village rules before you make an application to the Director.

3. RIGHTS UNDER THE CONTRACT. If you enter into a contract to become a resident of a retirement village, you will have various rights and duties under that contract in addition to the rights referred to above. You should read such a contract carefully and seek advice if you are uncertain as to the meaning or effect of any terms. You should also be certain that you understand the rights and liabilities that are set out in the documents that you received with this notice.

IF YOU ARE UNCERTAIN AS TO ANY OF THE MATTERS SET OUT ABOVE, YOUR RIGHTS AND DUTIES UNDER THE CONTRACT OR THE PROVISIONS OF THE *RETIREMENT VILLAGES ACT 2004*, YOU SHOULD SEEK INDEPENDENT ADVICE FROM AN AUSTRALIAN LEGAL PRACTITIONER OR OTHER INDEPENDENT SOURCE.

IF, AFTER YOU BECOME A RESIDENT OF A RETIREMENT VILLAGE, YOU BELIEVE THAT ANY OF YOUR RIGHTS HAS BEEN INFRINGED, YOU SHOULD FIRST APPROACH THE OPERATOR AND, IF YOU ARE STILL NOT SATISFIED, YOU SHOULD SEEK INDEPENDENT ADVICE OR APPLY TO THE DIRECTOR OF CONSUMER AFFAIRS AND FAIR TRADING IN ACCORDANCE WITH THE *RETIREMENT VILLAGES ACT 2004*.

SCHEDULE 3 – CHECK LIST

Section 6(3)(d)

YOU SHOULD READ THIS DOCUMENT CAREFULLY

ENTRY INTO A RETIREMENT VILLAGE USUALLY INVOLVES A SIGNIFICANT CAPITAL COMMITMENT AND MAY CHANGE YOUR LIFESTYLE

THESE QUESTIONS SHOULD ASSIST YOU TO MAKE AN INFORMED DECISION

IF YOU ARE UNCERTAIN ABOUT ANY ASPECTS OF THE VILLAGE OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE VILLAGE, SEEK INDEPENDENT ADVICE

General

Have I discussed fully my decision to enter a retirement village with my family, friends, a social worker or a relevant independent advisory body working in the industry?

What discussions have I had with residents of the retirement village I have chosen?

Will the lifestyle of the village (including social activities and religion) suit me?

What are the rules with regard to having someone else live with me?

What system does the village have for resolving disputes?

Are the residents actively involved in making village rules?

Legal Implications

Have I sought advice on the documents relating to the village from an Australian legal practitioner, Tasmania Legal Aid or some other appropriate source?

Under what conditions can I be moved from my place of residence to another part of the village?

How can the operator terminate my occupation?

Is my long-term occupation at the village secure?

What protection do I have if the village is sold to some other organisation?

Financial Matters

Am I aware of, and can I afford to pay, the ingoing contribution (if applicable), the regular recurrent charges and any extraordinary charges which can be imposed on me?

What arrangements can be made if I can't meet future charges?

How do the terms and amount of repayment of my ingoing contribution compare with other villages?

When do I get access to my money after I leave the village?

Are the residents actively involved in decisions concerning the level of maintenance and services provided, their cost, and how these costs are to be varied in the future?

What are the restrictions on the sale of my residential premises?

What say do I have in deciding the sale price?

Building and Construction

Have the community facilities of the village been built? If not, what guarantee do I have that they will ever be constructed?

Do I have any say in the design, construction and furnishing of my residential premises if construction is not yet complete?

Will the residential premises, building and site be accessible if I become disabled and need a wheelchair or walking aid? If not, can modifications be made easily?

Health and Welfare

What services specially designed for the elderly does the village provide, e.g. nursing care, access to nursing care, an emergency call system? Do these services meet my present needs and what I expect will be my future needs?

What financial and accommodation alternatives do I have if I become too frail to live in these residential premises?

Activities and Amenities

What are the restrictions on the use of my residential premises and the village facilities?

How will I have to adapt and alter my existing lifestyle to comply with the regulations and restrictions of life in the village?

What type of public, private or village transport is available?

Are pets permitted?

How accessible are the local shops to my present and future needs?

NOTES

The foregoing text of the *Retirement Villages Act 2004* comprises those instruments as indicated in the following table. Any reprint changes made under any Act, in force before the commencement of the *Legislation Publication Act 1996*, authorising the reprint of Acts and statutory rules or permitted under the *Legislation Publication Act 1996* and made before 20 November 2026 are not specifically referred to in the following table of amendments.

Act	Number and year	Date of commencement
Retirement Villages Act 2004	No. 50 of 2004	1.7.2005
Government Business Enterprises (Sale) Amendment Act 2007	No. 17 of 2007	16.4.2008
Legal Profession (Miscellaneous and Consequential Amendments) Act 2007	No. 66 of 2007	31.12.2008
Justice and Related Legislation (Miscellaneous Amendments) Act 2022	No. 2 of 2022	18.3.2022
Retirement Villages Amendment Act 2023	No. 35 of 2023	27.11.2023
Tasmanian Civil and Administrative Tribunal (Additional Jurisdictions) Act 2025	No. 7 of 2025	1.7.2025
Justice and Related Legislation (Miscellaneous Amendments) Act (No. 2) 2026	No. 26 of 2026	20.11.2026

TABLE OF AMENDMENTS

Provision affected	How affected
Section 3	Amended by No. 35 of 2023, s. 4
Section 14	Amended by No. 35 of 2023, s. 5
Section 14A	Inserted by No. 35 of 2023, s. 6
Section 14B	Inserted by No. 35 of 2023, s. 6 Amended by No. 26 of 2026, s. 7
Section 14C	Inserted by No. 35 of 2023, s. 6
Section 17	Amended by No. 35 of 2023, s. 7
Section 34	Amended by No. 7 of 2025, s. 227
Section 35	Amended by No. 7 of 2025, s. 228

Provision affected	How affected
Schedule 1	Amended by No. 66 of 2007, Sched. 1
Schedule 2	Amended by No. 17 of 2007, s. 21 and No. 66 of 2007, Sched. 1 Substituted by No. 35 of 2023, s. 8
Schedule 3	Amended by No. 66 of 2007, Sched. 1 and No. 2 of 2022, Sched. 1