

Retirement Village Regulations 2026

The *Retirement Village Regulations 2026* were issued on 4 March 2026. On 17 March, RRVV emailed its members regarding the regulations relating to capital maintenance and operating budgets.

This email will deal with regulations relating to insurance disclosure, contracts, village by laws and dispute resolution. RRVV reminds members that this email does not constitute legal advice. It is intended to be an introduction only and residents with a particular interest or issue should familiarise themselves with the detail of the regulations (a link to the regulations is provided at <https://www.rrvv.org.au/current-activities>).

RRVV recommends that residents and their Residents' Committees work to understand these regulations and develop action plans to ensure that their village is/will be compliant with them.

Insurance information disclosure

1. Regulation 11 provides a list of the insurance information that must be included in an Information Statement provided to a prospective resident:

- a. the type of insurance and the nature of the risk insured under each policy of insurance;
- b. the insurer with whom each policy of insurance has been taken out;
- c. any risk exclusions under each policy of insurance;
- d. the amount insured under each policy of insurance;
- e. the period during which the policy of insurance is in force;
- f. the premium payable by the proprietor or the operator for the policy of insurance;
- g. the excess payable by the proprietors or the operator for making a claim under the policy of insurance;
- h. the amount of any funds set aside by the proprietor or operator for the purpose of self-insurance;
- i. the nature of the risk for which funds have been set aside for the purpose of self-insurance.

2. Regulation 13 provides a list of the insurance information that must be given to an owner resident in a contract check:

- a. the type of insurance and the nature of the risk insured under each policy of insurance;
- b. the insurer with whom each policy of insurance has been taken out;
- c. any risk exclusions under each policy of insurance;
- d. the amount insured under each policy of insurance;
- e. the period during which the policy of insurance is in force;
- f. the premium payable by the proprietor or the operator for the policy of insurance;
- g. the excess payable by the proprietors or the operator for making a claim under the policy of insurance;
- h. the amount of any funds set aside by the proprietor or operator for the purpose of self-insurance;

- i. the nature of the risk for which funds have been set aside for the purpose of self-insurance.

3. Regulation 14 provides a list of the insurance information that must be given to a non-owner resident in a contract check:

- a. the type of insurance and the nature of the risk insured under each policy of insurance;
- b. the insurer with whom each policy of insurance has been taken out;
- c. any risk exclusions under each policy of insurance;
- d. the amount insured under each policy of insurance;
- e. the period during which the policy of insurance is in force;
- f. the premium payable by the proprietor or the operator for the policy of insurance;
- g. the excess payable by the proprietors or the operator for making a claim under the policy of insurance;
- h. the amount of any funds set aside by the proprietor or operator for the purpose of self-insurance;
- i. the nature of the risk for which funds have been set aside for the purpose of self-insurance.

Contractual matters

4. Regulation 16 provides a list of the matters that must be considered by an operator or proprietor when they are considering terminating a resident's contract. These include:

1. the financial impact on the resident as a result of the notice;
2. the impact that the notice will have on any other residents in the village;
3. in the case of a notice of termination of contract for breach, whether or not –
 - i. the resident is reasonably able to cease committing the breach; and
 - ii. whether or not the contracting party has taken, or is capable of taking, reasonable steps to mitigate the effects of the breach; and
4. the resident's ability to advocate for themselves, including via a legal personal representative.

5. Regulation 17 notes that there is a prescribed form for a breach notice which is Form 2 in Schedule 2 of the regulations.

6. Regulation 18 provides that there is a prescribed form for an application to terminate a contract.

7. Regulation 19 provides for the standard form of residence contract which can be found in Schedule 2.

8. Regulation 20 provides a long list of provisions that must be included in a residence contract – see Schedule 2. Of these:

1. (zb) deals with how the contract terms may be varied; and
2. (zc) deals with the resident's right to refuse to agree with amendments to the contract.

9. **Regulation 21** provides for the standard form of management contract.
10. **Regulation 22** specifies the provisions that must be included in a management contract - see Schedule 2. Of these:
1. (u) deals with how the contract terms may be varied; and
 2. (v) deals with the resident's right to refuse to agree with amendments to the contract.
11. **Regulation 23** provides a list of terms that are prohibited in residence or management contracts. These include a prohibition on requirements that:
1. (a) are inconsistent with the Act or the regulations;
 2. (b) record a resident's agreement to waive their rights under the Act or the regulations or the prescribed form of contract;
 3. (k) a right of the operator to relocate a non-owner resident to other premises without the resident's consent.

Financial arrangements

12. **Regulation 29** defines the aged care payment for a vacating non-owner resident who entered a retirement village contract before 30 July 2017 to be "a refundable accommodation deposit within the meaning of the Aged Care Act 2024 of the Commonwealth."
13. **Regulation 30** deals with alternative accommodation payments which will apply when a vacating resident "has entered or is proposing to enter"
1. (a) accommodation that is the subject of a residential tenancies agreement;
 2. (b) a supported residential service for which they are liable to pay recurring fees;
 3. (c) "an inpatient health service for which they are required to pay recurring accommodation or service fees".
14. **Regulation 34** deals with the calculation of the **deferred management fee** and provides that it must be calculated
1. (a) On a daily basis; and
 2. (b) By reference to the aggregate length of time that a resident resided in the village, if the resident moves between one or more residential premises in the retirement village.
15. **Regulation 37** provides that payment statements must be provided to residents for aged care or alternative accommodation payments.
16. **Regulation 39** deals with information that must be provided by vacating non-resident owners along with a request for an alternative accommodation payment.

Village Administration

17. **Regulation 42** deals with matters for which village by-laws may be made.

- 18. Regulation 43** deals with matters for which village by-laws may not be made and include matters which:
- (a) unreasonably limit a resident's quiet enjoyment of the retirement village; or
 - (b) are inconsistent with the rights afforded to residents under a retirement village contract; or
 - (c) grant the operator or proprietor discretion without a requirement to act reasonably.
- 19. Regulation 44** deals with modifications a non-owner resident may make without the operator's consent. These include:
- (a) the installation of fly-screens, window treatments and tints, and window dressings such as curtains and blinds;
 - (b) the installation of picture hooks or screws for all mounts, shelves or brackets
 - (c) the installation of security systems which do not unreasonably interfere with the privacy of other residents;
 - (d) alterations made in accordance with section 55 of the Equal Opportunity Act 2010.

Dispute Resolution

- 20. Regulation 53** deals with the establishment and maintenance of a written record of a village dispute by the primary contact person or the alternative contact person:
- (a) Establish an electronic or physical file relating to the dispute; and
 - (b) Record the following (if known) in the file, as soon as practicable
 - (i) the date on which the file was established;
 - (ii) the name, address and other contact details of the resident who gave notice of the village dispute;
 - (iii) contact details for the resident's representative, if any;
 - (iv) whether notice of the village dispute was given orally or in writing;
 - (v) details of the village dispute as described by the person who gave notice of the dispute; and
 - (vi) copies of any correspondence or other documentation given to the primary contact person or alternative contact person by the resident who gave notice of the village dispute; and
 - (vii) details of the resolution sought by the resident who gave notice of the dispute, if this information is known.

Records of disputes must be maintained for 7 years

- 21. Regulation 54** deals with the recording of the resolution of a dispute and provides that
- (1) The primary contact person or alternative contact person to whom a resident gave notice of a dispute must notify that resident as soon as practicable if the operator, primary contact person or alternative contact person (as the case requires) considers that the village dispute
 - (a) is resolved; or
 - (b) cannot be resolved.
 - (2) A notice under (1)(a) must be set out in the details of the resolution of the dispute.

- (3) A notice under (1)(b) must
 - (a) Set out the reasons why the operator, primary contact person or alternative contact person (as the case requires) considers the dispute cannot be resolved; and
 - (b) Inform the resident that they may contact Consumer Affairs Victoria for assistance to conciliate their dispute under Part 6E of the Act or seek independent legal advice.