

Version No. 001
Retirement Villages Regulations 2026
S.R. No. XX/2026

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The Governor in Council makes the following Regulations:
Dated:

Responsible Minister:

THE HON. NICK STAIKOS
Minister for Consumer Affairs

Clerk of the Executive Council

Part 1—Preliminary

1 Objectives

The objectives of these Regulations are—

- (a) to prescribe matters relating to the financial arrangements for retirement villages; and
- (b) to prescribe matters relating to residence and management contracts for retirement villages, including prescribed standard form contracts and prescribed standard terms; and
- (c) to prescribe a range of forms required under the Act; and
- (d) to prescribe information to be included in the Information Statement; and
- (e) to prescribe matters relating to internal and external dispute resolution processes; and

- (f) to prescribe matters relating to the administration of retirement villages, including matters in relation to capital maintenance and replacement; and
- (g) to prescribe matters relating to annual notice and exemption applications to the Director; and
- (h) to revoke certain regulations.

2 Authorising provision

These Regulations are made under sections 43 and 44B of the **Retirement Villages Act 1986**.

3 Commencement

These Regulations come into operation on 1 May 2026.

4 Revocations

The following regulations are **revoked**—

- (a) the Retirement Villages (Records and Notices) Regulations 2025¹;
- (b) the Retirement Villages (Infringements) Regulations 2018².

5 Definitions

In these Regulations—

the Act means the **Retirement Villages Act 1986**.

Part 2—Industry regulation

6 Criteria for consideration by the Director in relation to exemption applications

For the purposes of section 7D(k) of the Act, the prescribed criteria are the following—

- (a) any submissions made by an entity that the Director considers is an interested party or is representing an interested party;

Example

A community group or advocacy organisation.

- (b) whether the applicant has previously been convicted of an offence under the Act or these regulations.

7 Operator to provide information in notice to Director

For the purposes of section 11A(1)(a)(iii) of the Act, the prescribed particulars are the following—

- (a) the name, physical address and postal address of the proprietor of the retirement village, if it is a person other than the operator;
 - (b) the Australian Business Number or Australian Company Number (if any) of the proprietor, if it is a person other than the operator;
 - (c) the date on which the proprietor lodged a retirement village notice under section 9 of the Act;
 - (d) the name, physical address and postal address of the operator of the retirement village;
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- (e) the Australian Business Number or Australian Company Number (if any) of the operator;
- (f) the operator's status as a not-for-profit, charitable, religious, volunteer or cooperative organisation (if any);
- (g) the date on which the operator commenced operating the retirement village;
- (h) the types of rights to occupy premises that are or will be available to residents of the retirement village (if known);

Note

See the definition of *right to occupy premises* in section 3 of the Act.

- (i) the number of residential premises available to residents in the retirement village and whether or not the premises are occupied (if known);
- (j) the peak number of residents residing in the retirement village in the 12-month period beginning on the day the operator last gave notice under section 11B of the Act (if known);
- (k) the date by which the retirement village's annual meeting of residents must be held (if known).

8 Proprietor to provide information in notice to Director

For the purposes of section 11A(1)(b)(iii) of the Act, the prescribed particulars are the following—

- (a) the name, physical address and postal address of the proprietor of the retirement village;
- (b) the Australian Business Number or Australian Company Number (if any) of the proprietor;
- (c) the date on which the proprietor lodged a retirement village notice under section 9 of the Act;
- (d) the proprietor's status as a not-for-profit, charitable, religious, volunteer or cooperative organisation (if any);
- (e) the types of rights to occupy premises that are or will be available to residents of the retirement village (if known);

Note

See the definition of *right to occupy premises* in section 3(1) of the Act.

- (f) the number of residential premises available to residents in the retirement village, whether or not the premises are occupied (if known);
- (g) the peak number of residents residing in the retirement village in the 12-month period beginning on the day on which the operator last gave notice under section 11B of the Act (if known);
- (h) the date by which the retirement village's annual meeting of residents must be held (if known).

9 Infringement offences and infringement penalties

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Part 2—Industry regulationPart 2—Industry regulation

- (1) For the purposes of section 42B(1) of the Act, an offence specified in Column 2 of an item in Schedule 1 is prescribed as an infringement offence.
- (2) For the purposes of section 42B(3) of the Act, the prescribed infringement penalty for an infringement offence is the penalty set out in the corresponding entry of Column 3 of Schedule 1 in respect of that infringement offence.

Part 3—Information disclosure

10 Residence documents

For the purposes of paragraph (h) of the definition of *residence documents* in section 3(1) of the Act, the prescribed documents are the financial statements presented at the most recent annual meeting of residents under section 34(3) of the Act.

11 Insurance information that must be included in an information statement

For the purposes of section 18(fa) of the Act, the prescribed information is the following—

- (a) the type of insurance and the nature of the risk insured against 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 operator for the policy of insurance;
 - (g) the excess payable by the proprietor or the operator for making a claim under the policy of insurance;
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- (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.

12 Matters that must be included in the information statement

For the purposes of section 18(g) of the Act, the prescribed information is the following—

- (a) a statement explaining the nature of the right to occupy the retirement village premises, including the different options that are available;
 - (b) the contracts that must be entered into to become a resident of the retirement village;
 - (c) the fees, charges and liabilities payable by the resident on entry to the retirement village;
 - (d) the ongoing costs payable by the resident as at the date the resident enters the retirement village;
 - (e) the fees a resident must pay upon exit from the retirement village;
 - (f) details of the exit entitlement or entitlement payable to the resident if the resident permanently departs the retirement village;
 - (g) short statement setting out the purpose of the information statement;
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- (i) a statement of the importance of seeking advice from an independent financial or legal adviser;
 - (j) a statement of the importance of understanding the financial commitment involved in entering, living in and leaving the retirement village;
 - (k) whether or not the retirement village is accredited by a recognised industry organisation;
 - (l) services and amenities provided by the proprietor or operator to residents;
 - (m) any security or emergency assistance systems installed in the retirement village;
 - (n) any optional services available to residents, including costs of their use and restrictions on their availability;
 - (o) any insurance policies it is recommended that residents obtain;
 - (p) the number and types of residential premises in the retirement village;
 - (q) any planning permission for future developments in the retirement village;
 - (r) whether or not the retirement village has an onsite or attached residential or aged care facility and, if so, a statement setting out that entry is dependent on any necessary assessment undertaken under the Aged Care Act 2024 of the Commonwealth and that the
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- owner or manager cannot keep places aside for residents;
- (s) a statement as to whether or not a residents committee is established in relation to the retirement village;
 - (t) any restrictions in relation to the keeping of pets in the retirement village;
 - (u) whether residents may undertake gardening in areas surrounding the premises they are occupying;
 - (v) a statement as to whether or not the retirement village has a waiting list and, if so, whether or not there is any fee for the waiting list charged by the retirement village;
 - (w) if there is a waiting list fee, whether or not it is refundable on entry;
 - (x) a reference to the retirement village information available on the website of Consumer Affairs Victoria;
 - (y) a statement setting out the residence documents that can be inspected free of charge under sections 23 and 26A of the Act;
 - (z) a statement as to whether or not the Director has granted an exemption to the proprietor or operator of the retirement village (or both) under section 7A of the Act;
 - (za) if an exemption has been granted to the proprietor or operator of the retirement
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village (or both), a statement of the provisions of the Act in relation to which an exemption has been granted.

13 Insurance information that must be given to an owner resident in a contract check

For the purposes of section 26L(2)(ea) of the Act, the prescribed information is the following—

- (a) the type of insurance and the nature of the risk insured against 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 operator for the policy of insurance;
 - (g) the excess payable by the proprietor 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;
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- (i) the nature of the risk for which funds have been set aside for the purpose of self-insurance.

14 Insurance information that must be given to a non-owner resident in a contract check

For the purposes of section 26M(2)(ba) of the Act, the prescribed information is the following—

- (a) the type of insurance and the nature of the risk insured against 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 operator for the policy of insurance;
 - (g) the excess payable by the proprietor 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;
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- (i) the nature of the risk for which funds have been set aside for the purpose of self-insurance.

15 Form of the condition report

For the purposes of section 37J(3), the prescribed form is Form 1 in Schedule 2.

Part 4—Contractual matters

16 Termination considerations

For the purposes of section 16A(e) of the Act, the prescribed matters are the following—

- (a) the financial impact on the resident as a result of the notice, taking into consideration the amount of entry payment paid by the resident and the resident's liability to pay a deferred management fee upon exit from the village;
- (b) the impact that the notice will have on any other residents in the retirement village;
- (c) 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
- (d) the resident's ability to advocate for themselves, including via a legal personal representative.

17 Prescribed form for breach notice

For the purposes of section 16C(2)(d) of the Act, the prescribed form is Form 2 in Schedule 2.

18 Prescribed form for application for approval to terminate

For the purposes of section 16I(2)(a) of the Act, the prescribed form is Form 3 in Schedule 2.

19 Prescribed standard form of residence contract

For the purposes of section 26B(1)(a) of the Act, the prescribed form of residence contract for a non-owner resident is Parts 1, 2, 4, 5, and 6 of Form 4 in Schedule 2.

20 Provisions that must be included in a residence contract

For the purposes of section 26B(1)(b) of the Act, the prescribed provisions are provisions that specify the following—

- (a) the date on which the contract signed and, if the contract does not commence on that date, the date the contract commences;
- (b) the cooling-off period for the contract in accordance with section 26X of the Act;
- (c) the proprietor's name, address and address for service;
- (d) the operator's name, address and address for service;
- (e) the resident's name and address;
- (f) details of the address of the premises that is the subject of the contract, including—

- (i) if the right to occupy the premises is an estate in fee simple, the title details of the premises;
- (ii) for any other right to occupy the premises, the title details of the retirement village;
- (g) details of the resident’s right to occupy the premises subject to the contract, including a description of the type of right to occupy the premises;
- (h) whether or not the contract is subject to another contract to convey the right to occupy the premises;

Example

In the case of a right to occupy that is an estate in fee simple, the contract must specify that the right to occupy is subject to the completed purchase of the freehold title by the resident by way of a sale of land contract.

- (i) the date on which the resident occupies the premises or the date on which the resident obtains the right to occupy the premises (as the case requires);
- (j) the term of the contract (if any);
- (k) the inclusions provided by the contracting party under the contract.

Example

The resident’s garage, storeroom and parking entitlements (other than as accessories to any estate in fee simple held by the resident); the fixtures, fittings and furnishings provided by the contracting party with the premises.

- (l) fixtures, fittings and furnishings that are not included with the premises under the contract;
- (m) the amount of all costs and charges payable by the resident to the contracting party for the right to occupy the premises upon entry to the village, while living in the village, or when exiting the village, whether or not the costs and charges are payable under the contract or another related contract;

Example

Refundable or non-refundable entry payments, regular recurring payments (such as rent) and deferred management fees that are payable by the resident to the contracting party for the right to occupy the premises.

- (n) the amount of all other costs and charges payable by the resident to the contracting party upon entry to the village, while living in the village, or when exiting the village, whether or not the costs and charges are payable under the contract or another related contract;

Example

Maintenance charges, optional services charges, special levies, rates, taxes and other outgoings, or utility charges that are not for the right to occupy the premises.

- (o) if the amount of costs and charges payable by the resident to the contracting party under the contract when entering, living in and exiting the village—

- (i) is variable, the amount of the first payment and details of the basis upon which the amount can be varied; or
 - (ii) is to be calculated by reference to the length of time the resident lives in the village, how the costs and charges will be calculated and a reasonable estimate of the amount of the costs and charges payable if the resident permanently departs their premises after the following periods of residence—
 - (A) 1 year;
 - (B) 2 years;
 - (C) 5 years;
 - (D) 10 years;
 - (p) the general rights and obligations of the resident and the contracting party under the contract;
 - (q) any restrictions on the resident’s use of the premises;
 - (r) the rights of access of the operator and the proprietor to the resident’s premises;
 - (s) the process for requesting modifications to fixtures and fittings in the premises for residents other than owner residents;
 - (t) the insurances taken out by the contracting party in relation to the village, excluding any
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- policies in relation to any owners corporation in the village;
- (u) the circumstances in which the contracting party can request to relocate the resident, including—
 - (i) a statement that a resident may consent to their relocation;
 - (ii) any notice that is required to be given to the resident of the proposed relocation
 - (iii) details of the unit or village to which the resident will be relocated;
 - (iv) the operator or proprietor's responsibility for relocation costs; and
 - (v) any reduction of the resident's costs if the resident is relocated to a less expensive unit or village;
 - (v) the resident's obligation to notify the contracting party of the resident's temporary absence from the village (unless this has been included in the resident's management contract);
 - (w) how the contract may be terminated, including any minimum notice periods;
 - (x) in the case of a residence contract that does not relate to an owner resident, the reinstatement of the resident's premises that is required on the resident's exit from the village under section 37D of the Act;
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- (y) the availability of aged care and alternative accommodation payments to the resident in accordance with Division 5 of Part 5B of the Act;
- (z) the method for calculating any exit entitlement payable by the contracting party to the resident in accordance with section 3D of the Act;
- (za) the time at which the exit entitlement referred to in paragraph (z) is payable to the resident;
- (zb) how the terms of the contract may be varied;
- (zc) the resident’s right to refuse to agree to amendments to or termination of the contract;
- (zd) the by-laws for the village (unless this matter is included in the resident’s management contract);
- (ze) that the day determined under the contract for payment of an exit entitlement in accordance with section 32I of the Act is the earlier of the following—
 - (i) 14 days after the day on which a payment is made by another person under a residence contract in respect of the premises of the non-owner resident that is equal to or more than the amount owed to the non-owner resident after the non-owner resident

has delivered up vacant possession of the premises; or

- (ii) 14 days after the day on which another person takes up residence in the premises of the non-owner resident after the non-owner resident has delivered up vacant possession of the premises.

21 Prescribed standard form of management contract

For the purposes of section 26B(3)(a) of the Act, the prescribed form of management contract is Parts 1, 3, 4, 5 and 6 of Form 4 in Schedule 2.

22 Provisions that must be included in a management contract

For the purposes of section 26B(3)(b) of the Act, the prescribed provisions are provisions that specify the following—

- (a) the date the contract is signed and, if the contract does not commence on that date, the date the contract commences;
 - (b) the operator’s name, address and address for service;
 - (c) the resident’s name and address;
 - (d) details of the address of the retirement village premises to be occupied by the resident;
 - (e) the date on which the resident occupies the premises or the date on which the resident obtains the right to occupy the premises (as the case requires);
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- (f) the term of the contract (if any);
- (g) all costs and charges payable by the resident to the operator—
 - (i) for goods and services provided to the resident; and
 - (ii) upon entry to the village; and
 - (iii) while living in the village; and
 - (iv) when exiting the village.

Example

The contract must specify all costs and charges that may be imposed under the contract, how they can be imposed, and how they may be calculated and varied. Costs and charges under this contract may include, but are not limited to, maintenance charges, optional services charges, special levies, rates or taxes, utilities costs, legal costs, and deferred management fees that are payable by the resident.

- (h) the amount of all costs and charges payable by the resident to the operator under the contract when entering, living in and exiting the village or, if the amount of costs and charges—
 - (i) is variable, the amount of the first payment and details of the basis upon which the amount can be varied; or
 - (ii) is to be calculated by reference to the length of time the resident lives in the village, how the costs and charges will be calculated and a reasonable estimate of the amount of the costs and charges payable if the resident

permanently departs their premises
after 1, 2, 5 and 10 years residence.

- (i) the matters for which all costs and charges may be used;
 - (j) the goods and services to be provided to the resident by the operator under the contract;
 - (k) the resident's right to enjoy facilities and common areas of the village;
 - (l) the variation of services and facilities in accordance with procedures set out in Division 1C of Part 6A of the Act;
 - (m) the responsibility of residents and operators for the maintenance and replacement of capital items in the village and in the resident's premises;
 - (n) the preparation of village financial statements and requirements in relation to surplus and deficits in village accounts;
 - (o) the by-laws relating to the village (unless this matter is included in the resident's residence contract);
 - (p) the insurances taken out by the operator in relation to the village (excluding any policies in relation to any owners corporation in the village);
 - (q) the rights of access to the resident's premises;
 - (r) the resident's obligation to notify the contracting party of a temporary absence from the village of more than 7 days;
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- (s) the general rights and obligations of the resident and the operator under the contract;
- (t) how the contract may be terminated, including any minimum notice periods;
- (u) how the terms of the contract may be varied;
- (v) the resident’s right to refuse to agree to amendments to or termination of the contract;
- (w) that exit entitlements may be paid to the vacating resident on a day that is not more than 14 days after the earlier of—
 - (i) the day on which a payment is made by another person under a residence contract in respect of the premises of the non-owner resident that is equal to or more than the amount owed to the non-owner resident after the non-owner resident has delivered up vacant possession of the premises; or
 - (ii) the day on which another person takes up residence in the premises of the non-owner resident after the non-owner resident has delivered up vacant possession of the premises.

23 Prohibited contractual terms

A residence contract or management contract must not include the following—

- (a) a requirement that is inconsistent with the Act or the regulations or any other Act or regulations;
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- (b) a term that purports to record the resident’s agreement to waive their rights under—
 - (i) the Act; or
 - (ii) these regulations; or
 - (iii) the prescribed form of the contract;
 - (c) a requirement for a resident to have a will or to advise the proprietor or operator of its location;
 - (d) a requirement to take out any insurance policy other than a liability policy for any motorised mobility aid operated by the resident;
 - (e) a requirement for a resident to pay the proprietor’s or operator’s costs of corresponding with the resident;
 - (f) a requirement for a resident to pay the proprietor’s or operator’s costs of preparing or providing information required to be given to the resident under the Act;
 - (g) a restriction on the period of time the resident may be absent from the village;
 - (h) a requirement for the resident to pay any of the following if they breach the contract or village rules—
 - (i) an increased amount of maintenance charges;
 - (ii) a penalty; or
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- (iii) liquidated damages;
- (i) an exclusion of or limitation of the proprietor's or operator's liability for default or breach of duty;
- (j) a requirement for a resident to pay the operator's or proprietor's costs of enforcing the contract;
- (k) a right of a proprietor or operator to relocate a non-owner resident to other premises without the resident's consent, other than in response to—
 - (i) an emergency as a result of which the non-owner resident's premises are destroyed or severely damaged; or
 - (ii) an emergency as a result of which a non-owner resident's safety, health or property is endangered; or
 - (iii) any other kind of emergency;
- (l) a restriction on the operation or membership of the residents committee;
- (m) a provision to the effect that the written contract represents the entire agreement between the parties.

24 Regulations not to apply to agreement to lease or contract of sale

- (1) Subregulation (2) applies if a residence contract or management contract is annexed to an agreement to
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lease, to a contract of sale of land, to a contract of sale of a unit in a unit trust or to a contract of sale of a share in a corporation.

(2) Regulations 19, 20, 21, 22 and 23—

- (a) apply to the residence contract or the management contract (as the case may be); and
- (b) do not apply to the agreement to lease or contract of sale.

25 Sufficient compliance—contracts entered into during grace period

(1) It is sufficient compliance with regulations 19, 20 and 23 if a residence contract entered into during the grace period—

- (a) includes the provisions prescribed by regulation 26; and
 - (b) does not include the provisions specified in regulation 27; and
 - (c) is in the form prescribed under—
 - (i) regulation 14(1) of the Retirement Villages (Contractual Arrangements) Regulations 2017, subject to the inclusion of the modifications set out in Part 1 of Schedule 3; or
 - (ii) regulation 14(3) of the Retirement Villages (Contractual Arrangements) Regulations 2017, subject to the inclusion of the modifications set out in Part 3 of Schedule 3; or
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- (iii) regulation 14(4) of the Retirement Villages (Contractual Arrangements) Regulations 2017, subject to the inclusion of the modifications set out in Part 4 of Schedule 3.
 - (2) It is sufficient compliance with regulations 21, 22 and 23 if a management contract entered into during the grace period—
 - (a) includes the provisions prescribed by regulation 28; and
 - (b) does not include the provisions specified in regulation 27; and
 - (c) is in the form prescribed under—
 - (i) regulation 14(2) of the Retirement Villages (Contractual Arrangements) Regulations 2017, subject to the inclusion of the modifications set out in Part 2 of Schedule 3; or
 - (ii) regulation 14(3) of the Retirement Villages (Contractual Arrangements) Regulations 2017, subject to the inclusion of the modifications set out in Part 3 of Schedule 3; or
 - (iii) regulation 14(4) of the Retirement Villages (Contractual Arrangements) Regulations 2017, subject to the inclusion of the modifications set out in Part 4 of Schedule 3.
 - (3) Nothing in this regulation prevents a person from entering into a residence contract or a
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management contract in the form prescribed under regulation 19 or 21 (as the case requires) before 1 September 2026.

(4) In this regulation—

grace period means the period beginning on and including 1 May 2026 and ending on 31 August 2026.

26 Matters that must be included in residence contracts entered into during grace period

- (1) For the purposes of section 26B(1)(b) of the Act, the prescribed provisions for a residence contract entered into during the grace period are provisions that specify the following—
- (a) the date of the contract and, if the contract does not commence on that date, the date the contract commences;
 - (b) the contracting party's name, address and address for service;
 - (c) the resident's name and address;
 - (d) the address of the residential premises;
 - (e) the duration of the contract;
 - (f) the resident's garage, storeroom and parking entitlements (other than as accessories to any estate in fee simple held by the resident);
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- (g) the date of occupation of the premises or the date of the resident's right to occupy the premises (as the case may be);
 - (h) the date on which the settling in period commences and the date on which it ends;
 - (i) a statement that the resident must give the contracting party of the village written notice of a proposal to leave the village during the settling in period;
 - (j) the fixtures, fittings and furnishings provided by the contracting party with the residential premises.
 - (k) the resident's ability to alter and add to the residential premises;
 - (l) the resident's ability to transfer to other residential premises or other types of accommodation;
 - (m) if the residential premises are incomplete, the resident's ability to determine the design, construction and furnishing of the premises;
 - (n) any restrictions on the resident's use of the residential premises;
 - (o) any restrictions on pets, visitors and car parking;
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- (p) any restrictions on the persons to whom the resident can transfer the residential premises;
 - (q) any rights of access of the contracting party to the residential premises;
 - (r) any right of the contracting party to relocate the resident to other premises in an emergency;
 - (s) any legal costs of the contracting party payable by the resident;
 - (t) all costs and charges payable by the resident to the contracting party to gain entry to the village including any entry payments and whether interest is payable to the resident;
 - (u) all costs and charges payable by the resident to the contracting party during their residency in the village and the period after the resident has ceased to be a resident for which any such cost or charge continues to be payable;
 - (v) all costs, fees and charges payable by the resident to contracting party on permanent departure from the premises;
 - (w) the method of calculating any exit entitlement that the contracting party is liable to make to the resident in accordance with section 3D of the
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Act, including how capital gains or losses are shared and any applicable fees, charges and financial penalties;

- (x) the time at which the exit entitlement referred to in subparagraph (w) is payable to the resident;
- (y) the insurance policies in relation to the retirement village (excluding any policies in relation to any owners corporation in the village) that the contracting party is to take out;
- (z) who is responsible for maintaining the residential premises, including replacement and maintenance of fixtures, fittings and furnishings;
- (za) what reinstatement of the resident's premises will be required under section 37D of the Act and who is liable for the cost;
- (zb) how the contract may be terminated, including any minimum advance notice;
- (zc) the resident's right to refuse to agree to amendments to or termination of the contract;
- (zd) the by-laws relating to the village (unless this matter is included in the resident's management contract).

(2) In this regulation—

grace period means the period beginning on and including 1 May 2026 and ending on 31 August 2026.

27 Matters that must not be included in residence contracts or management contracts entered into during grace period

- (1) A residence contract or management contract entered into during the grace period must not include the following—
- (a) a requirement for a resident to have a will or to advise the proprietor or operator of its location;
 - (b) a requirement for a resident to take out any insurance policy other than a liability policy for any motorised wheelchair operated by the resident;
 - (c) a requirement for a resident to pay the proprietor's or operator's costs for corresponding with the resident or for (zdpreparing or providing information required to be given to the resident other than costs of any audit under section 34(2) of the Act;
 - (d) if the amount of the resident's exit entitlement depends on the duration of the resident's residence in the village and on the assumption that the premises are the resident's principal place of residence, a restriction on a
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resident's absence from the village other than a restriction that would result in the resident's premises no longer being the resident's principal place of residence;

- (e) a requirement for a resident to pay liquidated damages for breach of a contract, other than a requirement to forfeit a deposit, or for a breach of a by-law relating to the village;
 - (f) an exclusion of or limitation on the proprietor's or operator's liability for default or breach of duty;
 - (g) a right to recover administration and operating costs from a resident other than those—
 - (i) incurred while the resident resided in the village; or
 - (ii) associated with the resale or re-leasing of the resident's premises; or
 - (iii) that are maintenance charges or that are charges for optional services, the recovery of which would not constitute an offence against section 38A or 38BC of the Act;
 - (h) a requirement for a resident to pay costs of enforcing the contract;
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- (i) a right of an operator or proprietor to relocate a resident to other premises without the resident's consent, except for an emergency (including where the resident's premises are destroyed or severely damaged or where a resident's safety, health or property is endangered);
- (j) a restriction on the operation or membership of the residents committee;
- (k) a provision to the effect that the written contract represents the entire agreement between the parties.

(2) In this regulation—

grace period means the period beginning on and including 1 May 2026 and ending on 31 August 2026.

28 Matters that must be included in management contracts entered into during grace period

- (1) For the purposes of section 26B(3)(b) of the Act, the prescribed provisions for a management contract entered into during the grace period are provisions that specify the following—
 - (a) the date of the contract and, if the contract does not commence on that date, the date the contract commences;
 - (b) the operator's name, address and address for service;
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- (c) the resident's name and address;
 - (d) the address of the residential premises;
 - (e) the duration of the contract;
 - (f) the services to be provided to the resident by the operator, including any service that, before the resident entered into the contract, the operator or the operator's agents represented to the resident would be provided or made available and the date (if any) on or by which it was represented that such service would be provided or made available.
 - (g) any rights of access to the residential premises;
 - (h) any legal costs of the operator payable by the resident;
 - (i) all costs and charges payable by the resident to the operator during their residency in the village, including maintenance charges, and the period after the resident has ceased to be a resident for which any such cost or charge continues to be payable;
 - (j) the matters for which maintenance charges may be used;
 - (k) how and when maintenance charges can be adjusted;
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- (l) the repair and maintenance procedure for the residential premises, including the responsibilities of the operator and the resident;
 - (m) how special levies can be imposed;
 - (n) the method of calculating any exit entitlement that the operator is liable to make to the resident, including how capital gains or losses are shared and any applicable fees, charges and financial penalties;
 - (o) the time at which the refund referred to in paragraph (n) is payable to the resident;
 - (p) the insurance policies in relation to the retirement village (excluding any policies in relation to any owners corporation in the village) that the operator is to take out;
 - (q) how the contract may be terminated, including any minimum advance notice;
 - (r) the resident's right to refuse to agree to amendments to or termination of the contract;
 - (s) the by-laws relating to the village (unless this matter is included in the residence contract);
 - (t) the process for consultation with the resident or with the residents of the
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retirement village on the proposed exercise of any right to change services provided by the operator that will result in a material change in the services provided under the contract.

(2) In this regulation—

grace period means the period beginning on and including 1 May 2026 and ending on 31 August 2026.

Part 5—Financial arrangements

29 Aged care payment

For the purposes of paragraph (b) of the definition of *aged care payment* in section 3(1) of the Act, the prescribed payment for a vacating non-owner resident who entered into a retirement village contract before 30 July 2017 is a refundable accommodation deposit within the meaning of the Aged Care Act 2024 of the Commonwealth.

30 Payment of alternative accommodation payments

For the purposes of paragraph (b) of the definition of *alternative accommodation payment* in section 3(1) of the Act, the following are prescribed circumstances—

- (a) the vacating resident has entered, or proposes to enter, accommodation that is subject to an agreement under Part 3, 4 or 4A of the **Residential Tenancies Act 1997**;
 - (b) the vacating resident has entered, or proposes to enter, a supported residential service for which they are liable to pay recurring fees for accommodation or services in accordance with the **Social Services Regulation Act 2021**;
 - (c) the vacating resident has entered an inpatient health service for which they are liable to pay recurring accommodation or service fees, including at—
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- (i) a private hospital; or
- (ii) a rehabilitative service.

31 Amount to be deducted when calculating exit entitlements

- (1) For the purposes of section 3D(2)(b)(iv), the prescribed amount is any outstanding maintenance charge.
- (2) For the purposes of section 3D(3)(b)(vi), the prescribed amount is any outstanding maintenance charge.

32 Amounts payable when resident leaves during the settling in period

- (1) For the purposes of section 26G(5)(a) of the Act, fair market rent is determined by taking the average of the rent charged (calculated on a daily basis) for 3 comparable premises.
 - (2) For the purposes of subregulation (1), the 3 comparable premises must be premises which are—
 - (a) let under a residential rental agreement by a residential rental provider within the meaning of the **Residential Tenancies Act 1997**, other than a public statutory authority; and
 - (b) in the same or nearest locality to the premises the resident has resided in during the settling in period; and
 - (c) the 3 premises that the operator reasonably considers to be most similar to the premises
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the resident has resided in during the settling
in period, having regard to—

- (i) standard and condition; and
- (ii) size and layout; and
- (iii) location.

(3) For the for the purposes of section 26G(5)(c) of
the Act, a reasonable administration fee is
determined as the greater of the following—

- (a) \$100;
- (b) 0.2% of the entry payment under the contract.

33 Amounts payable when resident leaves during the cooling off period

For the purposes of section 26X(2) of the Act, the
prescribed administration fee is the greater of the
following—

- (a) \$100; or
- (b) 0.2% of the entry payment under the contract.

34 Calculation of the deferred management fee

For the purposes of section 26Y(1)(c) of the Act, the
prescribed requirements are that the deferred
management fee must be calculated—

- (a) on a daily basis; and

Example

If—

- (a) the deferred management fee payable in the
first year of residence is 5% of the resident's
entry payment payable under the retirement
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village contract, and 6% of the resident's entry payment in the second year of residence; and

- (b) the resident resides in the village for 1 year and 14 days, but not during a leap year;

the deferred management fee is calculated as 5% of the entry payment payable under the contract for the first year plus $\frac{14}{365}$ of the 6% of the entry payment payable under the contract for the 14 days of the second year of residence.

- (b) by reference to the aggregated length of time that a resident has resided in the village, if the resident moves between one or more residential premises in the retirement village.

35 Applicable entry payment

For the purposes of paragraph (b) of the definition of *applicable entry payment* in section 28 of the Act, the prescribed amount is \$10 000.

36 Records that must be kept by operators in relation to aged care and alternative accommodation payments made

- (1) A person who makes aged care payments under section 32Q of the Act or alternative accommodation payments under section 32R of the Act must keep the following records—
- (a) a copy of the request made by the vacating resident under section 32S or 32T of the Act;
 - (b) the amount of the payment made and the purpose for which the payment was made;
 - (c) the time and date the payment was made;
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- (d) details of the recipient of the payment, including name, telephone number, email address and details of the recipient's role as an accommodation or service provider;
 - (e) details of the bank account to which the payment was made;
 - (f) an estimate of the vacating resident's exit entitlement that the person is liable to pay, having deducted the payments made under section 32Q or 32R;
 - (g) a copy of payment statements provided to the vacating resident documenting payments made under section 32Q or 32R of the Act;
 - (h) if a decision was made not to make the payment, the reasons for that decision.
- (2) A person referred to in subregulation (1) must maintain a record under that subregulation in respect of each payment that is made under section 32Q or 32R (as the case requires).

Note

Any requirements to maintain a record under subregulation (1) are subject to any applicable information privacy requirements under the **Privacy Act 1988** or any other law.

37 Payment statements to be provided to residents for aged care or alternative accommodation payments

- (1) A person who makes payments under section 32Q or 32R of the Act on behalf of a vacating resident must provide the vacating resident with a payment statement within 7 days of making the payment.
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- (2) A payment statement under subregulation (1) must include the following particulars—
- (a) the time and date on which the resident made the payment request under section 32S or 32T of the Act;
 - (b) the amount of the payment made and the purpose for which the payment was made;
 - (c) the time and date on which the payment was made;
 - (d) details of the recipient of the payment, including name, telephone number, email address and details of the recipient's role as an accommodation or service provider;
 - (e) details of the bank account, or account with an ADI, to which the payment was made;
 - (f) an estimate of the vacating resident's exit entitlement that the person is liable to pay, having deducted the payments made under section 32Q or 32R of the Act.

38 Information that must be given by operators to vacating residents

The operator of a retirement village must give a vacating non-owner resident written notice of the operator's reasonable estimate of the amount of the vacating non-owner resident's unpaid exit entitlement within 14 days of receiving a request under sections 32S or 32T of the Act.

39 Information that must be provided with a request for alternative accommodation payments

- (1) For the purposes of section 32T(2)(b)(i) of the Act, the prescribed details are the nature of the alternative accommodation arrangement (such as whether it is an arrangement under Part 2, 3, 4 or 4A of the **Residential Tenancies Act 1997**, or otherwise).
- (2) For the purposes of section 32T(2)(b)(v) of the Act, the prescribed information is the following—
 - (a) documents substantiating the alternative accommodation arrangements (such as a copy of an agreement within the meaning of the **Residential Tenancies Act 1997**, or an invoice for services);
 - (b) the banking details for payment;
 - (c) the name, telephone number and email address of the person who is proposed to receive payment under section 32R of the Act.

40 Maximum percentage of exit entitlement payable for aged care payments and alternative accommodation payments

For the purposes of section 32W(1)(d) of the Act, the prescribed percentage is 85% of the amount of the unpaid exit entitlement, as reasonably estimated in accordance with section 3D of the Act by the person liable to make the payments, as at the date the requirement to make payments under sections 32Q or 32R arises.

Part 6—Village administration

41 Notice of meeting—meetings to be conducted using technology—Information to be included in notice

For the purposes of section 33C(e) of the Act, the prescribed information is—

- (a) whether or not the meeting will be recorded;
- (b) if a room in the retirement village is being made available for residents to attend to watch and participate in the meeting, the location of that room.

42 By-laws—Matters for which by-laws may be made

For the purposes of section 37(4) of the Act, the prescribed matters are matters which relate to the administration, use and enjoyment of the retirement village by residents.

Examples

- Parking;
- pets in common areas;
- visitors, including over-night and short-stay visitors;
- the use and operation of services and common facilities (including their restriction);
- cleanliness, litter, rubbish;
- noise;
- smoking.

43 By-laws—Matters for which by-laws may not be made

For the purposes of section 37(6)(b) of the Act, the prescribed matters are 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.

44 When a non-owner resident may modify fixtures and fittings—Modifications without operator’s consent

For the purposes of section 37B(b) of the Act, the prescribed additions, removals or alterations are the following—

- (a) the installation of fly screens, window treatments and tints, and window dressings such as blinds and curtains;
 - (b) the installation of picture hooks or screws for wall 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**.
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45 Making good of deficit—Circumstances in which an operator is not required to make good a deficit

For the purposes of section 38BF(2) of the Act, the following circumstances are prescribed—

- (a) the deficit is the result of an increase in rates, taxes or charges payable by the operator, in respect of retirement village land or the use of a retirement village land levied under an Act or subordinate legislation or instrument;
 - (b) the deficit is the result of an increase in salary or wages payable by the operator to a person employed in connection with the retirement village, and the increase is in accordance with an award made by a Commission, Tribunal, Board or other body under—
 - (i) an Act other than this Act; or
 - (ii) a Commonwealth Act;
 - (c) the deficit is the result of an increase in the costs of utilities or essential services delivered to the retirement village, other than telephone or internet, that could not be reasonably foreseen;
 - (d) the deficit is the result of an increase in premiums payable by the operator for policies of insurance that are in place in relation to the retirement village, and the increase is not caused by any unreasonable action or omission of the operator;
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- (e) the deficit is the result of an increase in costs payable by the operator that are reasonably necessary to maintain and operate the retirement village as a result of an extraordinary event that is not caused by any unreasonable action or omission of the operator.

46 Interpretation—Works that are capital maintenance

For the purposes of paragraph (a) of the definition of *capital maintenance* in section 38BG(1) of the Act, the prescribed works are—

- (a) surface treatments, including painting, resealing, rendering, staining, varnishing, polishing and sanding of floors, ceilings and interior and exterior walls;
 - (b) resealing, regrouting or patching of bathrooms, laundries, kitchens, swimming pools, driveways, pathways, paved areas or tiled or concrete surfaces;
 - (c) maintaining or repairing doorknobs, locks, hinges, windows or flyscreens;
 - (d) maintaining or repairing light fittings, lights, light bulbs or fans in communal areas;
 - (e) maintaining or repairing fences, gates or doorways;
 - (f) maintaining or repairing signage, awnings, or soft furnishings;
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- (g) maintaining, repairing or replacing components of heating, cooling, ventilation or hot water systems, including thermostats, compressors, filters, pumps, elements and controls, provided that entire systems are not being replaced;
- (h) maintaining or repairing pipes, taps or sink fixtures;
- (i) maintaining or repairing pool pumps, filters, heaters, chlorinators or associated equipment;
- (j) maintaining, repairing or replacing components of a lift, including the car, ropes, rails, doors, drive systems, brakes, buffers and controls;
- (k) maintaining or repairing vehicles owned or operated by the operator or proprietor for purposes other than personal use;
- (l) maintaining or repairing a tennis court or bowling green;
- (m) any other works approved by the residents committee.

47 Interpretation—Works that are not capital maintenance

For the purposes of paragraph (b) of the definition of *capital maintenance* in section 38BG(1) of the Act, the prescribed works are works required to maintain or repair items of capital due to negligence on the part of the operator or proprietor.

48 Interpretation—Items of capital

For the purposes of paragraph (a)(iv) of the definition of *item of capital* in section 38BG(1) of the Act, the following are prescribed—

- (a) walls, cladding, floors, ceilings and roofs;
- (b) boilers, central heating equipment and pumps;
- (c) fences and gates;
- (d) garage doors, lockable sheds and car ports;
- (e) air-conditioning systems and units;
- (f) roads and pathways within the retirement village;
- (g) solar panels and electric vehicle chargers.

49 Interpretation—Items of capital for which the operator is not responsible

- (1) For the purposes of section 38BG(2)(c) of the Act, the prescribed classes are—
 - (a) capital items that are purchased and installed by residents on residents' premises for private use, subject to subregulation (2);
 - (b) roads and pathways within the retirement village that are the responsibility of a local council or other government authority.
 - (2) An item ceases to be of a class described in regulation (1)(a) once the resident who purchased
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the item vacates the premises on which the item is installed.

Example

Resident A lives in a retirement village and installed solar panels on their premises. Resident A sells the right to occupy the premises (inclusive of the solar panels) to Resident B. When Resident A vacates the premises, the solar panels become an item of capital for which the operator is responsible.

50 Interpretation—Maintenance or replacement of an item of capital that is urgent

For the purposes of section 38BG(3)(k) of the Act, the prescribed matters are the following—

- (a) a failure of telecommunication systems, such as telephone or internet services;
- (b) a failure of an alarm system within the retirement village;
- (c) any fault or damage which impedes a resident’s reasonable access to their premises.

51 Capital maintenance fund—Additional amounts operator must pay into fund

For the purposes of section 38BL(2)(d) of the Act, the prescribed amount is such portion of any payment made by a resident upon entering, while living in, or upon exiting the retirement village, that the operator considers may be required for the capital maintenance of items of capital for which the operator is responsible, regardless of whether the

payment is made as a recurring payment or as a lump sum.

Example

Resident A is required to pay a deferred management fee of \$1000 to the operator upon exiting the retirement village. \$100 of the deferred management fee charged by the operator is required as a contribution for the maintenance of items of capital in the village for which the operator is responsible. The operator must pay that portion (\$100) of the deferred management fee paid by Resident A into the capital maintenance fund.

52 Capital maintenance plan—Additional information to be set out in plan

For the purposes of section 38BN(2)(f) of the Act, the prescribed information is any information the operator relied on in preparing the capital maintenance plan.

Example

Survey plans and reports.

Part 7—Dispute Resolution

53 Establishment and maintenance of written record of village dispute

- (1) For the purposes of section 38R(a) of the Act, a primary contact person or alternative contact person who receives notice of a village dispute under section 38P of the Act must do the following when creating and maintaining a record of the dispute—
 - (a) establish an electronic file 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.

- (2) The operator must retain a record created under subregulation (1) for 7 years after the day on which it is created.

54 Record of resolution of dispute

- (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 subregulation (1)(a) must set out the details of the resolution of the dispute.
- (3) A notice under subregulation (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 do the following—
 - (i) contact Consumer Affairs Victoria for assistance;
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- (ii) conciliate their dispute under Part 6E of the Act;
- (iii) seek independent legal advice.

(4) A copy of a notice under subregulation (1) must be maintained in the record of the dispute.

55 Records of village disputes not settled within 72 hours

(1) For the purposes of section 38V of the Act, the operator must do the following when creating and maintaining a written record of the dispute—

(a) establish an electronic file or physical file relating to the dispute; and

(b) record the following (if known) in the file, as soon as practicable—

(i) the reasons why the dispute is considered to not be resolved;

(ii) the actions that will be taken (if any).

(2) The operator must retain the file established under subregulation (1) for 7 years after the day on which it is established.

56 Considerations for making an assessment of suitability for conciliation

For the purposes of section 38ZJ(1)(g) of the Act, the prescribed matter is whether engaging in conciliation would be likely to harm one or more of the parties.

57 Content of no resolution certificate

For the purposes of section 38ZV(3)(d) of the Act, the prescribed information, in relation to a no resolution certificate that includes the statement described in section 38ZV(3)(b) of the Act, is a statement of the reasons why the Secretary considers the outcome to the dispute is a fair and reasonable outcome. .

58 Content of a recorded agreement

For the purposes of section 38ZX(3)(d) of the Act, the prescribed matter is the following—

- (a) a statement as to how the parties will communicate with each other;
- (b) a statement as to how the parties will resolve any future disputes that may arise between them.

Schedules

Schedule 1—Infringement offences and infringement penalties

Regulation 9

<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
1	An offence against section 9(4) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
2	An offence against section 11A(1) of the Act	2 penalty units
3	An offence against section 11A(2) of the Act	2 penalty units
4	An offence against section 11B(1) of the Act	2 penalty units
5	An offence against section 16C(2) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
6	An offence against section 16C(3) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate

Retirement Villages Regulations 2026

S.R. No. /2026

Schedule 1—Infringement offences and infringement penalties
Schedule 1—
Infringement offences and infringement penalties

<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
7	An offence against section 16E of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
8	An offence against section 16H(2) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
9	An offence against section 16M(2) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
10	An offence against section 19(2) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
11	An offence against section 19(3) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
12	An offence against section 19(4) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
13	An offence against section 19(5) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate

Retirement Villages Regulations 2026

S.R. No. /2026

Schedule 1—Infringement offences and infringement penalties
Schedule 1—
Infringement offences and infringement penalties

<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
14	An offence against section 20(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
15	An offence against section 20(2) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
16	An offence against section 21(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
17	An offence against section 22(2) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
18	An offence against section 22(4) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
19	An offence against section 23(2) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
20	An offence against section 24(1) of the Act	10 penalty units for a natural person 50 penalty units for a body corporate

Retirement Villages Regulations 2026

S.R. No. /2026

Schedule 1—Infringement offences and infringement penalties
Schedule 1—
Infringement offences and infringement penalties

<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
21	An offence against section 24(2) of the Act	10 penalty units for a natural person 50 penalty units for a body corporate
22	An offence against section 24(4) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
23	An offence against section 25(2) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
24	An offence against section 26A(1)	6 penalty units for a natural person 30 penalty units for a body corporate
25	An offence against section 26B(1) of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
26	An offence against section 26B(3) of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
27	An offence against section 26B(5) of the Act	12 penalty units for a natural person 60 penalty units for a body corporate

Retirement Villages Regulations 2026

S.R. No. /2026

Schedule 1—Infringement offences and infringement penalties
Schedule 1—
Infringement offences and infringement penalties

<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
28	An offence against section 26C of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
29	An offence against section 26L(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
30	An offence against section 26M(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
31	An offence against section 26N(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
32	An offence against section 26O(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
33	An offence against section 26P(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
34	An offence against section 26P(2) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate

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Schedule 1—
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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
35	An offence against section 26T(1) of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
36	An offence against section 26U(1) of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
37	An offence against section 26U(2) of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
38	An offence against section 26Y(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
39	An offence against section 26Y(2) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
40	An offence against section 26Y(3) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
41	An offence against section 30(1) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
42	An offence against section 32B(4A) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
43	An offence against section 32C(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
44	An offence against section 32I of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
45	An offence against section 32J of the Act	2 penalty units for a natural person 5 penalty units for a body corporate
46	An offence against section 32Q of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
47	An offence against section 32R of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
48	An offence against section 32U(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
49	An offence against section 32U(2) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
50	An offence against section 32V(1) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
51	An offence against section 32V(2) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
52	An offence against section 33Q of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
53	An offence against section 34(1) of the Act	10 penalty units for a natural person 25 penalty units for a body corporate
54	An offence against section 34(3) of the Act	10 penalty units for a natural person 50 penalty units for a body corporate
55	An offence against section 37J(1) of the Act	5 penalty units

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
56	An offence against section 38A(3) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
57	An offence against section 38A(4) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
58	An offence against section 38BA(1) of the Act	2.5 penalty units
59	An offence against section 38BA(2) of the Act	2.5 penalty units
60	An offence against section 38BC(1) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
61	An offence against section 38BC(2) of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
62	An offence against section 38C(1) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate

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<i>Column 1 Item</i>	<i>Column 2 Infringement offence</i>	<i>Column 3 Infringement penalty</i>
63	An offence against section 38C(2) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
64	An offence against section 38C(3) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
65	An offence against section 38D(1) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
66	An offence against section 38D(3) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
67	An offence against section 38E(1) of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
68	An offence against section 38G(1) of the Act	10 penalty units for a natural person 50 penalty units for a body corporate

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
69	An offence against section 38G(2) of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
70	An offence against section 38G(3) of the Act	12 penalty units for a natural person 60 penalty units for a body corporate
71	An offence against section 38H(1) of the Act	5 penalty units
72	An offence against section 38M of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
73	An offence against section 38N of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
74	An offence against section 38R of the Act	6 penalty units
75	An offence against section 38U of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
76	An offence against section 38V of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate

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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
77	An offence against section 38W(3) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
78	An offence against section 38X of the Act	6 penalty units for a natural person 30 penalty units for a body corporate
79	An offence against section 38ZA(1) of the Act	6 penalty units for a natural person 20 penalty units for a body corporate
80	An offence against section 38ZA(2) of the Act	6 penalty units for a natural person 12.5 penalty units for a body corporate
81	An offence against section 38ZB(1) of the Act	2 penalty units
82	An offence against section 38ZC(1) of the Act	6 penalty units for a natural person 15 penalty units for a body corporate
83	An offence against section 41AA(1) of the Act	6 penalty units for a natural person 15 penalty units for a body corporate

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Schedule 1—
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<i>Column 1</i> <i>Item</i>	<i>Column 2</i> <i>Infringement offence</i>	<i>Column 3</i> <i>Infringement penalty</i>
84	An offence against section 41AA(2) of the Act	6 penalty units for a natural person 15 penalty units for a body corporate
85	An offence against section 41AA(3) of the Act	6 penalty units for a natural person 15 penalty units for a body corporate
86	An offence against section 41AA(4) of the Act	6 penalty units for a natural person 15 penalty units for a body corporate
87	An offence against section 41A of the Act	6 penalty units for a natural person 15 penalty units for a body corporate

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FORM 1

RETIREMENT VILLAGE PREMISES CONDITION REPORT

Retirement Villages Act 1986

Section 37J

Address of residential premises—

Date of inspection—

How to complete this report—

- 1 The operator (or an agent or employee of the operator) must inspect the premises and complete this report in accordance with these directions.
 - 2 The report must be completed to the best of the operator's knowledge (or, if the inspection is carried out by an agent or employee of the operator, to the best of the agent's or employee's knowledge).
 - 3 During the inspection of the premises, the operator (or agent or employee of the operator) and non-owner resident must record the condition of the premises by indicating whether the particular item is clean, undamaged and in working order, by placing a "Y" or "Yes" or "N" or "No" in the appropriate column and by including comments on the condition of the item where relevant. Photographs may be attached detailing the condition of the premises. If required, additional pages may be attached to list all other rooms of the premises, and fixtures, fittings, furniture or household items
-

- supplied with the premises, clearly labelling the room to which the additional items relate.
- 4 If a required date is not known, an approximate date must be given and identified as such.
 - 5 Before the non-owner resident moves into the premises, the operator (or an agent or employee of the operator) must sign the report and give the non-owner resident two copies of the report, or alternatively, an electronic copy of the report.
 - 6 The non-owner resident must sign the report if the non-owner resident agrees with the report and return one copy of the report to the operator within five business days after moving into the premises.
 - 7 The non-owner resident may sign the report with an endorsement to the effect that the non-owner resident agrees or disagrees with the whole or any specified part of the report.
 - 8 The operator and non-owner resident have up to 30 days after the non-owner resident moves into the premises to amend the report if they agree that a statement in the report is inaccurate or incomplete.
 - 9 The non-owner resident and the operator must sign the amended condition report, with an endorsement to the effect that the non-owner resident and the operator agree with the amendment.
 - 10 A copy of the condition report and amended condition report, if any, must be retained by the operator and the non-owner resident.
 - 11 Within 10 business days after a non-owner resident of a retirement village delivers up vacant possession of the
-

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premises, the operator of the retirement village must complete the copy of the condition report retained by the operator, or the non-owner resident, in the presence of the non-owner resident. If the operator has given a reasonable opportunity to the non-owner resident to be present and the non-owner resident is not present, the operator may complete the condition report in the absence of the non-owner resident.

CONDITION REPORT

Entrance/Hall	Clean	Undamaged	Working	Comments
Front door				
Screen door				
Walls/picture hooks				
Doorway frames				
Windows/screens/locks				
Ceiling				
Light fittings				
Blinds/curtains				
Light switches				
Power points/switches				
Skirting boards				
Floor coverings				
Other				

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Lounge room	Clean	Undamaged	Working	Comments
Walls/picture hooks				
Doors/doorway frames				
Windows/screens/locks				
Ceiling				
Light fittings				
Blinds/curtains				
Light switches				
Power points/switches				
Skirting boards				
Floor coverings				
Other				
Dining room	Clean	Undamaged	Working	Comments
Walls/picture hooks				
Doors/doorway frames				
Windows/screens/locks				
Ceiling				
Light fittings				
Blinds/curtains				
Light switches				
Power points/switches				

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Skirting boards				
Floor coverings				
Other				
Kitchen	Clean	Undamaged	Working	Comments
Walls/picture hooks				
Doors/doorway frames				
Windows/screens/locks				
Ceiling				
Light fittings				
Blinds/curtains				
Light switches				
Power points/switches				
Skirting boards				
Floor coverings				
Cupboards/drawers				
Bench tops/tiling				
Sink/taps/disposal unit				
Stove top/hot plates				
Oven/griller				
Exhaust fan/range hood				
Refrigerator				

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Microwave				
Dishwasher				
Other				
Bedroom 1	Clean	Undamaged	Working	Comments
Walls/picture hooks				
Built-in wardrobe/shelves				
Doors/doorway frames				
Windows/screens/locks				
Ceiling				
Light fittings				
Blinds/curtains				
Light switches				
Power points/switches				
Skirting boards				
Floor coverings				
Other				
Bedroom 2	Clean	Undamaged	Working	Comments
Walls/picture hooks				
Built-in wardrobe/shelves				
Doors/doorway frames				
Windows/screens/locks				

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Ceiling				
Light fittings				
Blinds/curtains				
Light switches				
Power points/switches				
Skirting boards				
Floor coverings				
Other				
Bedroom 3	Clean	Undamaged	Working	Comments
Walls/picture hooks				
Built-in wardrobe/shelves				
Doors/doorway frames				
Windows/screens/locks				
Ceiling				
Light fittings				
Blinds/curtains				
Light switches				
Power points/switches				
Skirting boards				
Floor coverings				
Other				

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Bathroom	Clean	Undamaged	Working	Comments
Walls/tiles				
Floor tiles/floor coverings				
Doors/doorway frames				
Windows/screens/locks				
Ceiling				
Light fittings				
Blinds/curtains				
Light switches				
Power points/switches				
Bath/taps				
Shower/screen/taps				
Shower seat				
Handheld shower hose				
Sink/taps				
Mirror				
Cabinet				
Vanity				
Towel rails				
Grab rails				
Toilet/cistern/seat				

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Toilet roll holder				
Exhaust fan/vent				
Other				
Laundry	Clean	Undamaged	Working	Comments
Walls/tiles				
Floor tiles/floor coverings				
Doors/doorway frames				
Windows/screens/locks				
Ceiling				
Light fittings				
Blinds/curtains				
Light switches				
Power points/switches				
Washing machine/taps				
Exhaust fan/vent				
Washing tub				
Dryer				
Other				
Security/Safety	Clean	Undamaged	Working	Comments
External door locks				
Window locks				

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Other security devices				
Smoke alarms				
Electrical safety switch				
Other				
General	Clean	Undamaged	Working	Comments
Heating/air conditioning				
Staircase/handrails				
Balcony/porch/deck				
Garden				
Lawns/edges				
Clothesline				
Garbage bins				
Garage				
Carport				
Storeroom				
Shed				
Hot-water system				
Gutters/downpipes				
Other				
What keys are provided with the premises?				List—
If the premises have carpet, when was it laid?				

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If the premises have blinds or curtains, when were they installed?	
When was the kitchen installed?	
When was the bathroom last renovated?	
Is electricity available to be connected by the resident?	Yes/No
Will the resident be separately billed by the supply authority for electricity charges relating to the premises?	Yes/No
	If yes, the electricity meter reading is—
Is gas available to be connected by the resident?	Yes/No
Will the resident be separately billed by the supply authority for gas charges relating to the premises?	Yes/No
	If yes, the gas meter reading is—
Will the resident be separately billed by the supply authority for water usage charges relating to the premises?	Yes/No
	If yes, the water meter reading is—
Is there a telephone line installed on the premises available to be connected by the resident?	Yes/No
Is there the ability for the resident to connect to the internet?	Yes/No
	If yes, is the village connected to the NBN—
Are there any signs of mould/damp?	Yes/No
Are the premises generally clean and free of rubbish?	Yes/No
Are there any signs of fleas, cockroaches, ants or other pests?	Yes/No

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At the end of the report above the signatures, insert a “non-owner resident comment” box that allows the non-owner resident to make any comments about the condition report above, that is, if they have noted something incorrect or that they disagree with.

Promised improvements/repairs—

Has the operator agreed to make improvements/repairs to the premises?
Yes/No

Work to be undertaken	Estimated completion date

Signature of operator or operator’s nominee—

Printed name of operator or nominee—

Date of signature—

Note: The prospective resident, or the prospective resident’s nominee, should not sign this report if they do not agree with it.

Signature of prospective resident or prospective resident’s nominee—

Printed name of prospective resident or nominee—

Date of signature—

FORM 2

**NOTICE OF BREACH OF RESIDENCE CONTRACT FROM
OPERATOR OR PROPRIETOR — NON-OWNER RESIDENT**

Retirement Villages Act 1986

Section 16C

The operator or proprietor of the retirement village must use this form to let the resident know that they have breached their residence contract.

Part A – Information for the resident

This is a breach of contract notice. It tells you that the operator or proprietor believes you have breached your residence contract. You can find details of the breach at section 4 of the form, along with the required action to remedy or cease committing the breach.

Reasons that a breach of contract notice may be issued

- Failing to use the retirement village premises for residential purposes and in accordance with the residence contract.
- Failing to observe the by-laws of the retirement village.
- Using the premises, or permitting the use of the premises, for an illegal purpose.
- Failing to pay costs and charges payable to the operator or proprietor under the residence contract.
- Interference (or allowing your visitors to interfere) with the reasonable peace, comfort and privacy of other residents of the village.

- Installing fixtures or structures or making other modifications to the premises without prior written consent of the operator or proprietor (if required).
- Causing damage to the premises or common areas or facilities in the village, and failing to repair the damage, OR failing to notify the operator or proprietor of the damage and pay compensation for damage.
- Failing to permit a person authorised under the Act to enter the premises.
- Allowing a greater number of persons to reside at the premises than permitted by the operator.
- Failure to participate, as far as practicable, in annual emergency evacuation exercises for the village.
- Failing to keep the premises in a state that is reasonably clean, safe to occupy and does not pose a significant health risk.
- Failing to respect the rights of the proprietor, or operator, and their employees and agents to work free from harassment and intimidation.

Seeking advice

If you disagree with the specific reasons listed at section 4 of this notice, you should seek advice immediately by contacting one of the organisations that help retirement village residents listed on the Consumer Affairs Victoria website. For further information, visit the retirement villages section of the Consumer Affairs website at www.consumer.vic.gov.au/housing/retirement-villages or call 1300 55 81 81.

Part B – Notice

1. Address of retirement village premises

	Postcode
--	----------

2. Resident details

Full name of resident 1

Full name of resident 2

Note: If there are more than two residents, include details on an extra page.

3. Proprietor or operator details

Name of proprietor or operator of the retirement village

Address of proprietor or operator for serving documents

	Postcode
--	----------

Contact details

Business hours

After hours

Email address

4. Reason for notice

A notice of breach of residence contract must:

- specify the breach;
- specify whether or not the breach is a substantial breach within the meaning of section 16 of the Act;
- give details of the loss or damage, if any, caused by the breach; and
- require the person, within the required time after receiving the notice, to remedy the breach if possible or to cease committing the breach.

The operator or proprietor must explain why the notice has been given. There must be enough information for the resident to understand why the notice has been given and how to remedy or cease committing the breach.

I believe you have breached your residence contract because [*operator or proprietor to insert details of alleged breach*]:

The breach of the residence contract has caused *[insert details of any damage or other consequences? resulting from the breach]:*

What action is the resident required to take?

I require you to *(operator or proprietor to select relevant option):*

- as far as is practicable, remedy the breach as set out below within *[insert]* days after receiving this notice.
- if the breach is not capable of being remedied, cease committing the breach within **28 days** after receiving this notice. You may request in writing an extension of up to 28 days to cease committing the breach.

To remedy this breach, I require you to: *(describe what the resident needs to do to remedy this)*

You must not commit a similar breach again.

If you do not comply with this notice, and the breach is a substantial breach, the operator or proprietor may issue you with a notice of termination of contract for breach of contract. You may be required to leave the retirement village after **60 days** of the date of receiving the notice of termination of contract.

Is documentary evidence attached?

No

Yes - *provide details of the evidence attached*

5. Challenging this notice

If you disagree with the contents of this breach notice, you can challenge the notice at the Victorian Civil and Administrative Tribunal (VCAT).

VCAT may make orders about this notice, compliance with your contract, or order a party to pay compensation.

For more information about applying to VCAT, please refer to the VCAT website: <https://www.vcat.vic.gov.au/>.

6. Delivery of this notice

The notice period begins from the date of service.

For information on postage times from different locations, please refer to the Australia Post website <https://auspost.com.au/parcels-mail/calculate-postage-delivery-times>

If sending by post, the operator or proprietor must allow for the delivery time in calculating the proposed termination date.

If sending by registered post, the operator or proprietor should keep evidence of the mail delivery method used to send this notice.

This notice was sent on: (insert date)

This notice has been delivered:

personally, for example by hand

by ordinary /
registered post

Expected
delivery time

(please see the Australia
Post website)

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Registered post tracking number (if applicable)

by email (if consent has been provided by the resident)

Email/postal address

Signature of operator or proprietor

Signature

Name

Date

FORM 3
**APPLICATION FOR APPROVAL TO TERMINATE CONTRACT ON
HEALTH AND SAFETY GROUNDS**

Retirement Villages Act 1986

Section 16I

WHAT VCAT CAN DO

The Victorian Civil and Administrative Tribunal (VCAT) may approve a proposal to terminate a retirement village residence contract on health and safety grounds.

Under the *Retirement Villages Act 1986* (the Act), a residence contract can be terminated if:

- The resident has care needs which cannot be met in the village by any one of the village operator, an aged care home care provider, or an NDIS provider;
- The resident would pose a substantial risk to the health and safety of any person (including the resident) if the resident were to remain in the retirement village; and
- Terminating the contract is reasonable and proportionate in the circumstances.

A retirement village proprietor or operator must not terminate a residence contract on health and safety grounds unless VCAT has given approval to do so.

Use this form if you want VCAT to approve the termination of a residence contract that you have entered into with a resident of your retirement village on health and safety grounds.

TERMS USED IN THIS FORM

The *resident* is the person who occupies a premises in a retirement village subject to the residence contract that they have entered into with the retirement village operator or proprietor. It does not include an owner resident within the meaning the *Retirement Villages Act 1986*.

The *operator* is the person who is responsible for the daily operation of the retirement village, whether or not that person is also the proprietor of the village.

The *proprietor* is the person who is the owner of the land in the retirement village, other than land that is owned by a resident or part of an owners corporation.

The *retirement villages laws* comprise the Act and any regulations made under the Act.

PART 1: APPLICANT DETAILS

1. Applicant's details

Given names

Surname

Organisation name

(if you are an organisation)

ABN _____

Company name

(if you are a company)

ACN _____

Applicant role Operator Proprietor Both

2. Applicant's representative's name (if applicable)

Given names

Surname

Position

3. Applicant's contact details

Email _____

Phone number

Street address

Suburb

State

Postcode

PART 2: IS THERE ANOTHER APPLICANT?

Is there another applicant making this application with you? If not applicable, skip to Part 3.

4. Applicant 2 details

Given names

Surname

Organisation name

(if you are an organisation)

ABN

Company name

(if you are a company)

ACN

Applicant role Operator Proprietor Both

5. Applicant 2 representative's name (if applicable)

Given names

Surname

Position

6. Applicant 2 contact details

Email _____

Phone number

Street address

Suburb _____ **State** _____

Postcode

PART 3: RESIDENT DETAILS

7. Resident's name

Given names

Surname

8. Resident's representative's name (if applicable)

Given names

Surname

Relation to resident

9. Resident's contact details

Email _____

Phone _____

Address

Suburb _____ **State** _____

Postcode _____

PART 4: RETIREMENT VILLAGE

10. Provide details of the retirement village

Address

Suburb _____ **State** _____

Postcode

PART 5: CLAIM DETAILS

11. I want an order approving the termination of the residence contract on health and safety grounds. I have made this application because:

- The resident has care needs which cannot be met in the village;
- The resident would pose a substantial risk to the health and safety if the resident were to remain in the retirement village; and
- Terminating the contract is reasonable and proportionate in the circumstances.

12. Provide complete claim details so that the resident and VCAT can understand why you have made this application.

You should provide sufficient information to establish your claim. This may include:

- details of the health and safety risks,
- any medical opinions you have sought about that risk,
- any assessments made or care available to the resident under an aged care or NDIS package, and
- any other attempts to reduce the level of risk to the resident or other people in the village.

If you don't provide enough information, your case may be dismissed or adjourned.

If you need more space, print clearly on a separate page and attach to this application.

PART 6: REASONABLE AND PROPORTIONATE

For the purposes of determining whether it is reasonable and proportionate to approve the termination of the residence contract on health and safety grounds, VCAT must have regard to the following:

- (a) the retirement village principles;
- (b) the effect the notice will have on the health, safety or wellbeing of the resident;
- (c) whether any other course of action is reasonably available;
- (d) the financial effects for the resident as a result of the notice, including with reference to the amount of entry payment paid by the resident and their liability to pay a deferred management fee upon exit from the village;
- (e) the effect that the notice will have on any other residents in the retirement village;
- (f) the resident's ability to advocate for themselves, including via a

legal personal representative;

- (g) whether or not the contracting party has taken, or is capable of taking, reasonable steps to mitigate the effects of the breach; and
- (h) any other matter the Tribunal considers relevant.

PART 7: OTHER VCAT CASES

13. Is there, or has there been, a related case at VCAT involving the same applicant/s and resident?

No

Yes, provide VCAT reference number/s:

PART 8: HEARING ARRANGEMENTS

We offer a range of support services for people with disability, those who need an interpreter and to help with accessibility

14. Do you or anyone mentioned in this application need special assistance at the hearing?

Help with accessing the venue (e.g. wheelchair access)

Interpreter required

Language:

Assisted communication (e.g. assistive listening device or hearing loop)

Attend the hearing by phone or video link

Other

Provide more detail about needs the forms of assistance you have indicated and why.

PART 9: SERVICE OF APPLICATION

You must send (serve) a copy of this application on the resident/resident's representatives within **10 business days** of submitting it to VCAT. However, if your application is about an urgent matter, you should serve the application immediately.

You must also serve a copy of this application on any of the following persons:

- The emergency contact person for the resident,
- The spouse or domestic partner of the resident,
- Any person who lives with the resident in the village with the permission of the operator, and

- if you are the proprietor, the operator of the village.

You will need to provide evidence that you have sent the application to the listed persons at the hearing.

15. When will you serve the persons listed above?

Date of service
(DD/MM/YYYY)

16. How will you serve the person listed above?

You can only send documents to other parties by email if you have already exchanged information with them this way. Otherwise, send documents by post or give them in person.

- By electronic means (e.g. email)
- By standard post
- By registered post
- By handing the application to the resident personally
- By leaving the application at the resident's place of residence or business.

PART 10: ACKNOWLEDGEMENT

By completing this application, I understand and acknowledge that:

- To the best of my knowledge, all information provided in this application is true and correct.

It is an offence under section 136 of the *Victorian Civil and Administrative Tribunal Act 1998* to knowingly give false or misleading information to VCAT.

Date of
acknowledgement
(DD/MM/YYYY):

Regulation 19 and 21

FORM 4
**PRESCRIBED STANDARD FORM RESIDENCE AND MANAGEMENT
CONTRACT**

Retirement Villages Act 1986

Section 26B

Schedule 3—Modifications to forms for contracts entered into during grace period

Regulation 25

Part 1—Modifications to form of residence contract prescribed under regulation 14(1) of the Retirement Villages (Contractual Arrangements) Regulations 2017

- (1) The following are the modifications specified in regulation 25(1)(c)(i) for a form of residence contract prescribed under regulation 14(1) of the Retirement Villages (Contractual Arrangements) Regulations 2017.
 - (2) The form of residence contract referred to in subclause 1 is to be read—
 - (a) as if for the words "section 24 of the **Retirement Villages Act 1986**" there were substituted "section 26X of the **Retirement Villages Act 1986**";
 - (b) as if for the words "3 clear business days" there were substituted "7 clear business days";
 - (c) as if for any reference to "owner" there were substituted a reference to "contracting party";
 - (d) as if for a reference to "in-going contribution" there were substituted a reference to "entry payment";
-

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Part 1—Modifications to form of residence contract prescribed under regulation 14(1) of the Retirement Villages (Contractual Arrangements) Regulations 2017

- (e) as if for a reference to "village owner" there were substituted a reference to a "contracting party";
- (f) as if the following heading were omitted—
**"PRESCRIBED TERMS UNDER
REGULATION 13 OF THE
RETIREMENT VILLAGES
(CONTRACTUAL ARRANGEMENTS)
REGULATIONS 2017"**;
- (g) as if after the heading "Basic rights of the resident" paragraphs (b) and (c) were omitted;
- (h) as if for the words and expressions beginning **"MATTERS REQUIRED BY
REGULATION 11"** and ending "*unless set out in the management contract*" there were substituted—

**"MATTERS REQUIRED BY REGULATION 26 OF THE
RETIREMENT VILLAGES REGULATIONS 2026 TO BE
ADDRESSED**

Settling in period [*refer to regulation 26h*]

Leaving the village during the settling in period [*refer to regulation 26(i)*]

Costs payable on entry [*refer to regulation 26(t)*]

Costs payable during residency [*refer to regulation 26(u)*]

Costs payable on departure [*refer to regulation 26(v)*]

Contracting party's legal costs [*refer to regulation 26(s)*]

Costs of reinstatement [*refer to regulation 26(za)*]

Resident's exit entitlement [*refer to regulation 26(w) and (x)*]

Maintenance of the resident's premises [*refer to regulation 26(z)*]

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Part 2—Modifications to form of management contract prescribed under regulation 14(2) of the Retirement Villages (Contractual Arrangements) Regulations 2017

Village insurance [*refer to regulation 26(y)*]

Any restrictions relating to the resident's premises [*refer to regulation 26(k) to (p)*]

Termination and amendment of the contract [*refer to regulation 26(zb) and (zc)*]

The village by-laws [*refer to regulation 26(zd)—unless set out in the management contract*"].

Part 2—Modifications to form of management contract prescribed under regulation 14(2) of the Retirement Villages (Contractual Arrangements) Regulations 2017

- (1) The following are the modifications specified in regulation 25(2)(b)(i) for a form of management contract prescribed under regulation 14(2) of the Retirement Villages (Contractual Arrangements) Regulations 2017.
- (2) The form of management contract referred to in subclause 1 is to be read—
 - (a) as if for "village manager" there were substituted "village operator".
 - (b) as if for any reference to "manager" there were substituted a reference to "operator";
 - (c) as if the following heading were omitted—

"PRESCRIBED TERMS UNDER REGULATION 13 OF THE RETIREMENT VILLAGES (CONTRACTUAL ARRANGEMENTS) REGULATIONS 2017".

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Part 3—Modifications to form of combined residence contract and management contract prescribed under regulation 14(3) of the Retirement Villages (Contractual Arrangements) Regulations 2017

- (d) as if for the words and expressions beginning with the words "**MATTERS REQUIRED BY REGULATION 11**" and ending with the words "*unless set out in the residence contract*" there were substituted—

**"MATTERS REQUIRED BY REGULATION 28 OF THE
RETIREMENT VILLAGES REGULATIONS 2026 TO BE
ADDRESSED**

Costs payable during residency [*refer to regulation 28(i)*]

Operator's legal costs [*refer to regulation 28(h)*]

Adjustments to maintenance charges [*refer to regulation 28(k)*]

Use of maintenance charges [*refer to regulation 28(j)*]

The repair and maintenance procedure [*refer to regulation 28(l)*]

Consultation on changes to services [*refer to regulation 28(t)*]

Special levies [*refer to regulation 28(m)*]

Resident's exit entitlement [*refer to regulation 28(n) and (o)*]

Village insurance [*refer to regulation 28(p)*]

Operator's right of access to the resident's premises [*refer to regulation 28(g)*]

Termination and amendment of the contract [*refer to regulation 28(q) and (r)*]

The village by-laws [*refer to regulation 28(s)—unless set out in the residence contract*"].

Part 3—Modifications to form of combined residence contract and management contract prescribed under regulation 14(3) of the Retirement Villages (Contractual Arrangements) Regulations 2017

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Part 3—Modifications to form of combined residence contract and management contract prescribed under regulation 14(3) of the Retirement Villages (Contractual Arrangements) Regulations 2017

- (1) The following are the modifications specified in regulation 25(1)(c)(ii) and (2)(b)(ii) for a form of combined residence contract and management contract prescribed under regulation 14(3) of the Retirement Villages (Contractual Arrangements) Regulations 2017.
- (2) The form of combined residence contract and management contract referred to in subclause 1 is to be read—
 - (a) as if for "section 24 of the **Retirement Villages Act 1986**" there were substituted "section 26X of the **Retirement Villages Act 1986**";
 - (b) as if for "3 clear business days" there were substituted "7 clear business days";
 - (c) as if for any reference to "owner/manager" there were substituted a reference to "contracting party";
 - (d) as if for "in-going contribution" there were substituted "entry payment".
 - (e) as if for any reference to a "village owner and manager (wherever occurring)" there were substituted a reference to a "contracting party".
 - (f) as if the following heading were omitted—

**"PRESCRIBED TERMS UNDER
REGULATION 13 OF THE RETIREMENT
VILLAGES (CONTRACTUAL
ARRANGEMENTS) REGULATIONS 2017".**

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Part 3—Modifications to form of combined residence contract and management contract prescribed under regulation 14(3) of the Retirement Villages (Contractual Arrangements) Regulations 2017 Part 3 – Modifications

- (g) as if for a reference to "owner and manager" there were substituted a reference to "contracting party";
- (h) as if for a reference to "the manager" there were substituted a reference to "the contracting party";
- (i) as if after the heading "Basic rights of the resident" paragraphs (b) and (c) were omitted;
- (j) as if for the words and expressions beginning "**MATTERS REQUIRED BY REGULATION 11**" and ending "*and (4)(m)*" there were substituted—

"MATTERS REQUIRED BY REGULATIONS 26 AND 28 OF THE RETIREMENT VILLAGES REGULATIONS 2026 TO BE ADDRESSED

Settling in period [*refer to regulation 26(h)*]

Leaving the village during the settling in period [*refer to regulation 26(i)*]

Costs payable on entry [*refer to regulation 26(t)*]

Costs payable during residency [*refer to regulation 26(u) and 28(i)*]

Costs payable on departure [*refer to regulation 26(v)*]

Legal costs [*refer to regulation 26(s) and 28(h)*]

Costs of reinstatement [*refer to regulation 26(za)*]

Resident's exit entitlement [*refer to regulation 26(w) and (x) and 28(n) and (o)*]

Adjustments to maintenance charges [*refer to regulation 28(k)*]

Special levies [*refer regulation 28(m)*]

Use of maintenance charges [*refer to regulation 28(j)*]

Maintenance of the resident's premises [*refer to regulation 26(z)*]

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Part 4—Modifications to form of combined residence contract and
management contract prescribed under regulation 14(4) of the Retirement
Villages (Contractual Arrangements) Regulations 2017

The repair and maintenance procedure [*refer to regulation 28(l)*]

Village insurance [*refer to regulation 26(y) and 28(p)*]

Consultation on changes to services [*refer to regulation 28(t)*]

Any restrictions relating to the resident's premises [*refer to regulation 26(k)
to (p)*]

Contracting party's right of access to resident's premises [*refer to
regulation 28(g)*]

Termination and amendment of the contract [*refer to regulation 26(zb)
and (zc) and 28(q) and (r)*]

The village by-laws [*refer to regulation 26(zd) and 28(s)*].

**Part 4—Modifications to form of combined
residence contract and management contract
prescribed under regulation 14(4) of the
Retirement Villages (Contractual
Arrangements) Regulations 2017**

- (1) The following are the modifications specified in regulation 25(1)(c)(iii) and (2)(b)(iii) for a form of combined residence contract and management contract prescribed under regulation 14(4) of the Retirement Villages (Contractual Arrangements) Regulations 2017.
- (2) The form of combined residence contract and management contract referred to in subclause 1 is to be read—
 - (a) as if for "section 24 of the **Retirement Villages Act 1986**" there were substituted

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Part 4—Modifications to form of combined residence contract and management contract prescribed under regulation 14(4) of the Retirement Villages (Contractual Arrangements) Regulations 2017

- "section 26X of the **Retirement Villages Act 1986**";
- (b) as if for "3 clear business days" there were substituted "7 clear business days";
 - (c) as if for any reference to "owner/manager" there were substituted "proprietor/operator";
 - (d) as if for a reference to "in-going contribution" there were substituted a reference to "entry payment";
 - (e) as if for any reference to "village owner" there were substituted a reference to "village proprietor";
 - (f) as if for any reference to "manager" there were substituted a reference to "operator";
 - (g) as if for "abbreviation of manager" there were substituted "abbreviation of operator";
 - (h) as if the following heading were omitted—
"PRESCRIBED TERMS UNDER REGULATION 13 OF THE RETIREMENT VILLAGES (CONTRACTUAL ARRANGEMENTS) REGULATIONS 2017".
 - (i) as if for any reference to "owner" there were substituted a reference to "proprietor";
 - (j) as if for a reference to "owner and manager" there were substituted "proprietor/operator";
 - (k) as if after the heading "Basic rights of the resident" paragraphs (b) and (c) were omitted;
-

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Part 4—Modifications to form of combined residence contract and management contract prescribed under regulation 14(4) of the Retirement Villages (Contractual Arrangements) Regulations 2017Part 4 – Modifications

- (l) as if for the words and expressions beginning "**MATTERS REQUIRED BY REGULATION 11**" and ending "*and (4)(m)*" there were substituted—

"MATTERS REQUIRED BY REGULATIONS 26 AND 28 OF THE RETIREMENT VILLAGES (CONTRACTUAL ARRANGEMENTS) REGULATIONS 2017 TO BE ADDRESSED

The proprietor

Settling in period [*refer to regulation 26(h)*]

Leaving the village during the settling in period [*refer to regulation 26(i)*]

Costs payable on entry [*refer to regulation 26(t)*]

Costs payable during residency [*refer to regulation 26(u)*]

Costs payable on departure [*refer to regulation 26(v)*]

Contracting party's legal costs [*refer to regulation 26(s)*]

Costs of reinstatement [*refer to regulation 26(za)*]

Resident's exit entitlement [*refer to regulation 26(w) and (x)*]

Maintenance of the resident's premises [*refer to regulation 26(z)*]

Village insurance [*refer to regulation 26(y)*]

Any restrictions relating to the resident's premises [*refer to regulation 26(k) to (p)*]

The operator

Costs payable during residency [*refer to regulation 28(i)*]

Operator's legal costs [*refer to regulation 28(h)*]

Adjustments to maintenance charges [*refer to regulation 28(k)*]

Use of maintenance charges [*refer to regulation 28(j)*]

The repair and maintenance procedure [*refer to regulation 28(l)*]

Consultation on changes to services [*refer to regulation 28(t)*]

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Part 4—Modifications to form of combined residence contract and management contract prescribed under regulation 14(4) of the Retirement Villages (Contractual Arrangements) Regulations 2017 **Part 4 – Modifications**

Special levies [*refer regulation 28(m)*]

Resident's exit entitlement [*refer to regulation 28(n) and (o)*]

Village insurance [*refer to regulation 28(p)*]

Operator's right of access to resident's premises [*refer to regulation 28(g)*]

Other

Termination and amendment of the contract [*refer to regulation 26(zb) and (zcb) and 28(q) and (r)*]

The village by-laws [*refer to regulation 26(zd) and 28(s)*]

OTHER TERMS—WHICH MUST NOT INCLUDE ANY TERM PROHIBITED BY THE RETIREMENT VILLAGES ACT 1986 OR REGULATIONS”.

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Part 4—Modifications to form of combined residence contract and management contract prescribed under regulation 14(4) of the Retirement Villages (Contractual Arrangements) Regulations 2017Part 4 – Modifications

¹ TBC.

² Reg. 4(c): S.R. No. 188/2018.