

TRANSCRIPT

STANDING COMMITTEE ON LEGAL AND SOCIAL ISSUES

Inquiry into the retirement housing sector

Mornington — 5 October 2016

Members

Mr Edward O’Donohue — Chair

Ms Nina Springle — Deputy Chair

Ms Margaret Fitzherbert

Mr Daniel Mulino

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Ms Jaclyn Symes

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Witnesses

Mr Roy Travis, resident,

Mr Michael Julian, resident,

Ms Marie Romijn, committee member, and

Ms Jan Hibbert, committee member, Peninsula Grange Retirement Community.

The CHAIR — Good morning, ladies and gentlemen. I declare open the Legislative Council's legal and social issues committee public hearing in relation to the inquiry into retirement housing. I would first of all like to thank all the residents who are here and the management of Peninsula Grange for the invitation, through submissions, to be here and for the warm welcome we have received this morning. As a committee we believe it is very important to be out and about in the community talking to people who are actually living in retirement villages and communities to learn on the ground. So thanks in the first instance for having us this morning.

I would like to welcome representatives of the Peninsula Grange community committee and general residents of Peninsula Grange, in particular Ms Jan Hibbert, Mr Michael Julian, Mr Roy Travis and Ms Marie Romijn. Before we invite you to make some opening remarks I will just caution that all evidence taken at this hearing is protected by parliamentary privilege as provided by the Constitution Act 1975 and further subject to the provisions of the Legislative Council standing orders. Therefore you are protected against any action for what you say here today, but any comments made outside the hearing are not afforded such privilege.

Today's evidence is being recorded. You will be provided with proof versions of the transcript within the next week, and transcripts will ultimately be made public and posted on the committee's website. We have allowed approximately half an hour for our time this morning. I would invite you to make some opening remarks, and thereafter the committee will have questions. Thanks again for being with us this morning.

Ms ROMIJN — I am Marie Romijn. I reside at villa 2, Peninsula Grange, with my husband, Jake. I have been asked to give an overview of my experiences during my early days in retirement living, and I thank the committee for the opportunity to relate my story. I will speak to item 1(c) of the terms of reference of the inquiry:

... focus on dignity, respect, appropriate care and quality of life for retirees ...

and item 4:

... option to appoint a retirement housing ombudsman ...

Peninsula Grange is a developing village, and we have encountered difficulties that would not be experienced in established villages. Jake and I were well aware that we would be living in a building site for some years, but we were not prepared for just how difficult life became for us virtually from day one. We arrived at Peninsula Grange on 22 August 2011 with great expectations of spending the following few weeks setting up our new home and quickly getting on with this new chapter of our life. We were devastated to immediately find that our timber floor would have to be completely removed and replaced due to poor workmanship and irreparable damage caused by other tradesmen. We could not begin unpacking. We were in limbo. In the meantime our refrigerator stood in the middle of the kitchen in rather limited space for four weeks. The measurement of the cavity was correct, but it tapered to a 15-millimetre differential at floor level. In order to access kitchen drawers and cupboards we were continually rolling the fridge from side to side. One day a tradesman arrived, ripped out the skirting boards and left without uttering a word. This was their solution. In April 2013 this problem was finally properly rectified.

I was unable to place anything in the cupboards beneath the laundry and three bathroom sinks, as all four were leaking into the cupboards. These plumbing issues took many months to correct. On 19 September 2011 a decision was made by our operator to remove and replace the timber floor, and seven weeks later, on 29 October 2011, we were moved out for 15 nights whilst this work was carried out. It soon became obvious to us that an unrealistic settlement date had been set for our villa — —

The CHAIR — Can I just intercede at that point? We have half an hour for the four of you, so we would appreciate the key points you wish to make. The committee will have questions as well.

Ms ROMIJN — All right. At the time my husband was away quite a lot, so this problem became my problem. I was totally overwhelmed at the prospect of having to personally deal with these issues. My life was a constantly interruption with little or no notice of tradesmen – often very young apprentices, sent from the building site, coming and going, and leaving a mess behind them. Very rarely were any of these workmen accompanied by representatives of our operator.

I will give a few examples of the treatment I endured during this time. Very early one morning I noticed scaffolding being erected at the front of the villa. Shortly thereafter my roof was being dismantled tile by tile,

timber by timber. When I inquired as to what was happening, the response from the building contractor was, 'If you don't know, I'm not telling you'. Our villa has many windows, and they were practically all damaged during the build and some had significant defects. I became caught up in a stand-off between the builder and the manufacturer as to who was responsible for each of these windows. This continued for 20 months, in which time I had a total of 39 days of window-related visits. Four tiles on my kitchen floor were a different shade from the rest. It was suggested that the solution to this would be to permanently keep my day blinds down and it would not be noticeable.

I felt that during those first two years I was not treated with dignity or respect, nor did I have the quality of life I so eagerly looked forward to after a lengthy period of ill health. There were so many defects both inside and outside of villa 2 in need of rectification, and much of the work was carried out around us. Eventually a decision was taken in August 2013 to move us out again to enable the contractor to finally complete the defect rectification. We believe that most of the problems that we encountered would not have existed if a more realistic settlement date had been set and a thorough inspection had been carried out by the operators before handover from the building contractor.

Sadly, five years on we are still seeing this happen with new arrivals. Many are without basic technology, such as telephones, internet and emergency call systems for many weeks and sometimes months. They are left feeling a sense of regret and despair, not knowing where to turn for help. I have recounted many instances of situations in need of resolution. In many cases finding a resolution was difficult and time consuming, and it could have been the case that resolution was impossible without legal recourse.

We were forced to compromise on a number of issues — 'We'll fix this if you can learn to live with that' — and so it went on. This constant battle became tedious, patronising and humiliating and eventually took its toll on my health. An ombudsman, if available, would have had the result of bringing about resolution inexpensively and in a timely manner.

Again, I thank the committee for the opportunity to relate my experiences and hope that it can contribute to improved practices in developing villages in the future.

Mr TRAVIS — Good morning. My name is Roy Travis, and I have the pleasure of representing the residents of Peninsula Grange at this meeting of the committee. Members of the committee will be aware that we have made a formal submission, and my remarks today are in support of our quest for what we term rates justice. This is centred on the simple fact that we are charged for services in our council rates which the council does not provide the residents of this village. I refer specifically to the collection and disposal of garbage and recycling, street cleaning and maintenance, footpath cleaning and maintenance, drainage maintenance and street lighting. All of these services are provided by the village operator and paid for by the residents as part of their monthly service charge. They also make up a substantial part of the council rates charge.

It is worth noting that the residents of most retirement villages on the Mornington Peninsula share our view on this matter. We have had a number of meetings with up to 10 other villages on the peninsula to take a joint approach to obtaining what we call rates justice. We have extracted the costs associated with the provision of these services, and they amount to \$227 per property per year. In a departure from past practice, the council this year included in our rates notice a line item entitled 'Waste service charge', amounting to \$193. We made an inquiry at the council, which advised us of the precise services included in this charge, and we got confirmation that all the items I have mentioned previously are included, other than street lighting.

Many of the residents have objected to the charge on the basis that they are being charged for services that they are not receiving. We have all received, or will receive, a common-worded letter of rejection. The weakness of the council's argument is well illustrated in their reply. They tend to concede that we do not receive the services mentioned, but go on to say that other services — for example, kindergartens and boat ramps — are available to us. Whether these are considered substitutes is not mentioned.

I would like to quote one sentence from their letter of rejection:

As a part of the FY17 budget council has not separated charges for services received.

While the precise meaning of this sentence is not clear to me, I am led to the conclusion that it is not valid to object solely on the basis of a charge for services that are not provided.

My statement on these matters is not meant to be facetious, but rather to illustrate our belief that we will not achieve our aim of rates justice solely by relying on a change of attitude by the council. If we cannot sustain an objection against a specific charge for a service which is not delivered, then we cannot see any other course of action succeeding. We are strongly of the belief that it can only be achieved by legislation compelling the council to provide differential rates for retirement villages. There is existing legislation suggesting council has considered differential rating, but this is largely ignored.

So our submission to you, members of the committee, is that any legislation that is forthcoming from your inquiry include the provisions that councils be compelled to provide a differential rate for retirement villages, and furthermore that provision should also provide a measurement of that differential. We would suggest 25 per cent; otherwise councils would have the ability to remove the effectiveness of the differential rate.

I think the committee again for the opportunity to state our case on behalf of the residents of Peninsula Grange.

The CHAIR — Thanks, Mr Travis.

Mr JULIAN — Good morning. My name is Michael Julian and I reside with my wife, Christine, at villa 35 Peninsula Grange. Firstly, I would like to say to the committee how much I welcome the opportunity to meet you and make this presentation. I hope it will assist you in your work in identifying opportunities for improvement and reform of the retirement housing sector and in particular retirement villages.

We moved into our villa on Friday the thirteenth of June 2014. Understanding that this was a new-build villa, we were conscious that there would be defects to be corrected. We were not, however, prepared for the significant and number of defects to be undertaken. Some 44 defects are recorded on our incoming condition report, and a further 36 items were identified during the first two weeks. Without going into all the details, they can be in a written submission later.

The majority of the items on the defect list were as a result of poor work by tradespeople and non-existent quality control by both the builder and the operator. When taking over the property from the builder, these defects should have been identified and remedied before the villa was handed over to us. In coping with the frustration in completing the numerous forms which had to be submitted — itemising the defects and sending repeated requests for progress reports in completing the defect rectification — was both time consuming and stressful. Little feedback was provided on when defect items would be fixed. The three-month inspection helped so far as identifying the outstanding 22 items, and the 12-month inspection identified a further 10. While this was a quite stressful and lengthy period, we were able to cope with it and resolve our concerns. Others in a different situation may have the need to consult someone independent, such as an ombudsman, to resolve the more significant items.

Coming to grips with the many by-laws in relation to what we can and cannot do in the village is also a challenge, in particular what we are permitted to do in our front garden. One by-law states it is management's responsibility to maintain all common areas, including lawns and gardens, in a presentable condition. As far as maintaining the front garden, this is mainly left to the residents to undertake, despite residents paying for this service through the maintenance charge. This aspect has been a major concern to the majority of residents, as more elderly residents are not able to do this work.

My wife and I came to the view that it was a much easier process for us to move into the village in our 70s rather than our 80s. Village management was sympathetic to our concerns and supportive of resolving the matters in relation to the defects; however, in several items their hands were tied, as the defect rectification process was in the hands of the builder. Notwithstanding the above observations and experiences, we are pleased we moved into Peninsula Grange. We are very happy here and enjoy the lifestyle and the company of like-minded people in the village.

Turning to the future concerns, the Agreement to Lease and the Lease document that we signed before entering Peninsula Grange are complex legal documents based on the Retirement Villages Act 1986, which itself is a complex piece of legislation. Consumer Affairs Victoria provides a wealth of information on how retirement villages operate, including good practice protocols for retirement village operators. Whilst these protocols are not legally binding, there is an expectation that they will be applied. Retirement village operators should make copies of these protocols for all residents so they can see what is expected of village operators. The Lease documents provide far greater benefits to the Operator than it does to the residents and needs to be reviewed to

provide a more level playing field for all. For example, Part (G), Termination and transfer, is weighted heavily in favour of the operator, in particular the requirements that come into effect on the death of the last resident. There are two major concerns. Firstly, the amount and nature of reinstatement work which might be required by the Operator and the time frame of 14 days after the death of the last resident to determine the scope of the reinstatement work to be undertaken.

The reinstatement clause is quite confusing and unclear. It requires revision providing greater clarity. As I previously mentioned, the Lease stipulates that the parties must attempt to determine the scope of reinstatement work within 14 days of the death of the last resident, failing which the operator will procure from a suitably qualified tradesperson a statement of works and quotation to complete the reinstatement work. The parties agree that the statement of works will be the reinstatement work and the statement of works is binding on each party.

Two observations: I would suggest that 14 days is far too short, especially when our children, who will be taking over responsibility for our villa when we pass on, and when they are grieving our death, will have to resolve these matters with village management. Also, that the scope of the restoration work will be open to significant disagreement between the operator and the Executor, and an ombudsman or an independent person to be able to oversight that process would be required.

I mentioned that Consumer Affairs Victoria in their protocol 7 in terms of refurbishment and reinstatement suggest that village operators should consider contributing to the cost of reinstatement. None of the contents of the consumer affairs protocol 7 are included in our Lease document. So this is one example where it is recommended that the committee considers legislation to require retirement village operators to adopt a fairer and more equitable approach and include the option of not undertaking reinstatement work, or where parties agree to reinstatement, then the cost of reinstatement is shared equally between the Operator and the resident or their legal representative. Sharing the cost of reinstatement works would result in both parties benefiting equally from any capital gain. Our lease, at clause 20, requires the resident to pay the full cost of reinstatement work.

Almost every retirement village resident establishes a courtyard garden at their own cost. Many add awnings, decks, pergolas, even fishponds. Some spend upwards of \$20 000 or \$30 000, which on resale adds value to the villa. Currently this results in the operator gaining a benefit of 50 per cent of the capital gain from the improvements made by the resident. Again, it is recommended that the committee considers making a recommendation that requires operators to adopt a more flexible and equitable approach to take into consideration paying 100 per cent of the capital gain from courtyard improvements to the resident. This would require an independent valuation to determine the value of such improvements.

A likely outcome of trying to resolve reinstatement matters is that there will be a significant dispute between the Operator and our executor requiring the need for an independent person, such as an ombudsman, to review, assist and make a fair and appropriate binding decision. I recommend that a sample of lease documents as agreed between the retirement village operator and residents be carefully reviewed by the inquiry and any necessary action taken to ensure they include proper consumer protection, fair pricing and are consistent and more easily understandable.

In closing, may I once again thank the committee for coming here today to hear our presentations about our experiences and concerns relating to retirement villages.

Ms HIBBERT — I am Jan Hibbert and I reside at villa 78 at Peninsula Grange. To the committee, your commitment to the work you do is acknowledged with much gratitude and I thank you for the privilege of being part of this public hearing. The importance of the detailed outcomes to residents of retirement villages is greatly anticipated. It is an honour to have an opportunity like this to contribute to the future wellbeing of so many people.

In relation to terms of reference (3) and (4), the experiences and views of residents of retirement housing and their families and retirement housing owners and managers are relevant in the hope and expectation of reaching an option to appoint a retirement housing ombudsman. A sense of wellbeing is vital in retirement communities. The sales team and marketing team spruik this and it is a major contributing factor for the over-55 population choosing this option.

We, the residents of Peninsula Grange, are in a unique but developing village. One-third of this property is green space, for which we are extremely grateful. The architecture and layout of the grounds work well in

providing a very pleasant place to live and socialise in community. Prime consideration in the purchase of a villa here is the beauty of the open space, the amenities and the safety of the surrounding environment.

The experience and views of residents have shown that reality is different to expectation. The strain on the budget is palpable due to the mismanagement of handover, particularly in relation to the gardens around the villas and the green environment. We pay for the gardens to be presented and maintained to an attractive standard; it is what is expected. The sense of wellbeing and delight diminishes as residents and families walk around the village and are confronted with weeds, dying plants, woolly grass and unsafe areas. The ground is not prepared before planting and there are inappropriately planted varieties. Many plants do not survive. Replacement of some plants has occurred two and three times. This is a very costly exercise and one that has been raised many times with the operator. The operator's development arm would be saved much money if proper preparation occurred with initial planting and thorough inspection carried out by the operator before handover.

After handover the responsibility falls to the residents' budget to maintain and replace plants and to ensure the walking areas are safe. The residents' budget would, therefore, be spared unnecessary expense if the logic of correct preparation and proper handover was followed. Having stated this, however, it is virtually impossible to trace the actual dollar value due to the lack of attention to cost control by the operator. Residents are encouraged to fill out forms to advise the operator of issues of concern or complaint. From practical observation some residents have completed complaint forms regarding their gardens and green space; others have ignored the process because of time delays in responding to requests. There have been many residents who have become so disgruntled with the state of their front and, sometimes, rear gardens that they have invested a significant amount of personal money, time and effort to have an attractive and pleasant garden. Plants have to be chosen with the operator's approval. With delays in responding to plant request approval, there are alien plantings.

Our monthly service fees pay for the maintenance of the village gardens. Instead of wellbeing, anxiety is caused by the lack of or very slow action. Longstanding disagreements and tension between residents and the operator occur. There has also been a high turnover of development management, gardening and maintenance staff, resulting in a lack of continuity.

Further to the garden environment is the community garden. One person in particular, the residents' community garden convener, has worked tirelessly and not without a great degree of frustration to achieve what the residents now have — a beautifully productive and well-cared-for area nurtured by like-minded people. Residents and prospective residents have been given an expectation of this area by the operator. Plans have changed several times due to changes with the developing village. Residents are gravely concerned that the promises given for this garden's future will not come to fruition.

Inconsistent implementation of the by-laws contained within the lease agreement causes considerable anxiety amongst residents in retirement housing. Residents have experienced conflicting views regarding dog size, installation of pergolas and presentation of the front of villas. Such inconsistency causes disagreements, disappointment and disillusionment not only between residents and the operator but between residents too. The examples mentioned are simply examples of the types of disputes that arise; the difficulty in our present circumstance is getting a resolution to our problems, in particular if the operator is slow or unwilling to act. The provision of an ombudsman would provide both the residents and the operator with a relatively inexpensive resolution of disputes in a timely manner. Residents would have better peace of mind and thus a greater sense of wellbeing knowing there was someone to speak on their behalf with the operators, managers or owners of their retirement village in an effective and fair manner. Thank you for your attention.

The CHAIR — To the four of you, thank you very much for your remarks and your submissions to us, and also to the residents group for their submission and other submissions from this location. We will be entering a question and answer process now. We have actually exhausted our allocated time frame, so what I am proposing is that we have 15 minutes of questions to explore some of these issues, and then we will move to our next witness.

Perhaps I will ask Mr Travis the first question. I think all of us have some sympathy and understanding with the rates justice argument. What you are saying, though, for us as legislators is that you are really advocating a user-pays model. Do you think that should apply to people who have large families and therefore use more council services or to people who live in small homes and do not use particular services? I suppose the challenge for us is when you are advocating in effect a user-pays model, where does it start where does it stop?

Mr TRAVIS — I suggest that that may be over-complicating the issue. We are looking for the simple approach of a differential rate, so the council sets its municipal rate based on the services it provides to all ratepayers. Council sets the rate. All we want is a differential rate. There are a number of examples of differential rates that already exist. There is an agricultural rate, and I think there is even a rate for bathing boxes, but that recognises that there is a difference between the general and a specific area of the community. All we want is recognition that those charges which are made on us for those services which I nominated are not provided. Our calculations would suggest that it equates to about 25 per cent of the normal rate charged. A differential rate would give effect to that; and if the differential rate is, firstly, nominated in the legislation that it be provided for retirement villages, and secondly, stated as a differential — we suggest 25 per cent on the general rate — then we would achieve what we want.

The CHAIR — Thank you.

Mr TRAVIS — Does that answer your question?

The CHAIR — It does.

Ms PATTEN — Thank you all for your contributions. It is interesting for us to read the submissions, but to get a better understanding of exactly the details of those and some examples has been really helpful. I just want to touch on Mr Julian's comments about the reinstatement work. I think there is a lot of work to be done with that, but I want to know whether you were happy with the definition? In some of our submissions, with possibly older villages, there are accusations that operators are using that time to do enhancement work and renovating so that they can get a better return on that investment and asking the former residents to take that up. Are you content with your reinstatement definition?

Mr JULIAN — No. I mean, the word 'reinstatement', yes, but we know other leases also talk about refurbishment, and we know that by stealth some retirement village operators will use those words to completely upgrade an older villa to a newer one. Now, we are fortunate that we are in a brand-new construction and this problem probably will not arise for a number of years. Again, we do not get the opportunity to talk to people that have left the villa to see what experiences they had in terms of reinstatement. Quite often a person dies and the villa is left to their children or the executors of their will to handle. It is trying to look to the future of what the impact will be on us. But it is not only us in this village, it is all villages, and that is why I think this issue should be addressed more fully.

Ms PATTEN — Does the definition of reinstatement or refurbishment within your contracts match what the CAV is suggesting in their protocols?

Mr JULIAN — Yes.

Ms PATTEN — So you would recommend that the CAV — —

Mr JULIAN — consumer affairs, yes. Theirs is only recommendatory. I think they are saying it is expected that village operators will implement, but there is no requirement for them to do so. So I think that the wording in consumer affairs, their protocols, should be included and mandatory if possible. I know it may not be the detail, but at least legislation requiring a more level playing field approach and not, well, one-sided on the part of the operator.

Mrs PEULICH — Thank you very much for your evidence. Just looking at your top priorities for reform or change that you are looking at from the various submissions, I see that, firstly, you are perhaps looking at having an ombudsman who could take up some matters on your behalf, and secondly, you are looking at a differential rate or concessionary rate, given that you do not take up the full range of services. What will be the third top priority when you are looking at this particular area and reform?

Mr JULIAN — I can let my colleagues speak to that. To add to what I have just been saying, a review of the lease documents that we signed, and particularly the clauses to do with reinstatement or refurbishment.

Mr TRAVIS — I have nothing to add to that.

Mr MULINO — Firstly, thanks very much for your evidence. It is very useful and compelling to hear about people's individual experiences. My question relates to the call for an ombudsman. I think a lot of people feel

that current dispute resolution mechanisms are too formal and that something less formal and less daunting would be useful. Another approach which could either be an alternative to or used in conjunction with a body like an ombudsman is to have an independent advocate, and we have heard that they have that model in New Zealand and I think to some degree in other Australian jurisdictions. I am just wondering if any of you are familiar with that approach and, if so, whether you think that would be worth considering in conjunction with an ombudsman.

Mr TRAVIS — Speaking quite personally, I am not aware of the independent approach. What we are looking for is outcomes here, so whatever is the best way of achieving a simple process for resolution of disputes is satisfactory to us, I am sure. The present system really results in going to the law in the end — a legal dispute — and of course that is both expensive and complicated. I mean, we are dealing with a variety of people in these villages, and they do not have the capacity or the desire at this stage of their lives to get involved in complicated processes, so a simple resolution process is what is required. The name of it I am not particularly bothered about — call him an ombudsman or an independent.

Ms SPRINGLE — As there is a problem with the microphones, I am just going to yell at you. I have got kids; I am sure I can be heard.

Mr TRAVIS — We are used to listening, too.

Ms SPRINGLE — Can you just outline for me what the current dispute resolution process is, if there is one, and where you think it falls down?

Mr TRAVIS — I suppose the short answer to that is that there is not really one. There is a dispute resolution process within the documents which we are handed when we come into the village. I am not aware that that has ever been tested, but there is a document there that you can submit for a dispute and the process is laid out for it, which talks about it.

Ms SPRINGLE — When you say it has not been tested, is that because people do not understand it or do not feel empowered? Why do you think it has not been used?

Mr TRAVIS — I guess — and it is a straight-out guess here — people really do not want to go down that path. The average person in this village would prefer to state a problem and get it resolved. It does not get resolved for a variety of reasons, including, I think, inaction on the part of the operator and lack of capacity to do it. So we need some other avenue to go to — a simple process where we can go and say, ‘Listen, this is not working. I want your help’.

Ms SPRINGLE — I guess what I am trying to get at is that if there is already a dispute resolution process in place and it is not being used, why would a new one make any difference?

Mr TRAVIS — Again, I am guessing, but I do not think we would have any more faith in that than we have in putting the original request in to the operator. I personally requested the addition of skylights to our villa in September last year. I am still waiting to hear.

Ms SPRINGLE — That is a long time.

Mr TRAVIS — In fact it does not matter anymore, because we do not want the skylights.

Ms HIBBERT — Can I just add to that, Nina? We do have a process to fill out forms with complaints or defects and things like that. A major issue is the time delay in it being processed, and there are lots of different levels that it goes through. There are people here that even two years ago put in forms with a complaint about a maintenance issue that still has not been addressed. I think that causes a lot of frustration and angst. That is where perhaps if there was an outside body for us to go to, it could step in and speak on their behalf.

I am the youngest person in the village at the moment, so I have got a long way to go, but I really feel for the more senior residents. It is a place they have come to to get things done. They did not expect this to happen in a brand-new village. They expected that they could just come in and live their lives well. It is causing them a lot of angst. It would be good for them to have someone independent. Some of them do feel intimidated by going to management, because they do not want to step on toes and they do not want to upset people. So I think an independent person, be it an ombudsman or an advocate, would be an ideal solution.

Ms SPRINGLE — Thank you. I just have one more quick question. You may need to speculate here, and I am happy to just hear what your experience was, but when you bought into the village, what sort of legal advice did you seek in terms of your contract? Do most people seek legal advice or are they are just buying in without that added information?

Mr JULIAN — I will start off. Having gone through an experience before we moved in here with a family relative living in a retirement village, we had seen the process of how that worked. We spoke to a solicitor in Canberra, where we were living at the time. He said he could not do it, that we would have to engage a Victorian solicitor to do it for us and that that would be complicated to achieve. But I thought ultimately, having been to the village, we liked what we saw and we wanted to move in here. We also reflected on the fact that before we moved in, probably 100 other people had also moved in, so it could not be that bad.

Ms ROMIJN — Can I just add to that and say that from our experience we went through our lease agreement with a fine-toothed comb. It was one of the very early ones, so it was a bit of a template for what was going to come afterwards. There are a lot of people here who have never read their lease agreement. They just put all faith in their conveyancer or their legal advice that it was all good. So if an issue comes up — and lots of issues do come up — they are totally unaware that this is addressed in the lease agreement or within the by-laws, so there is a bit of an issue there as well. Perhaps advice from right back in the beginning of sales might help in those areas, giving people a little more advice on how they can get their heads around this.

For a lot of people that come into retirement villages, this is the first time that they have actually moved in 50-odd years, so it is very intimidating for them. To come into the sort of situation that I have related today is not what you want or expect, and certainly not at a certain age. They do not have the wherewithal to even know where to start to try to get resolution. I would reiterate what Jan said. People feel a little intimidated by approaching. They do not want to make waves or feel like they are troublemakers just because they are simply asking for what they have paid for, nothing more and nothing less, and in a timely manner.

The CHAIR — We will leave our time there, unless there are any final comments any of you wish to make. If not, Ms Romijn, Mr Travis, Mr Julian and Ms Hibbert, I thank you very much for your evidence today and your candour about some of the challenges you have experienced. As I said in my introduction, you will receive a transcript later for proofing and the like. Thanks again for being here with us today.

There was a gentleman with his hand up. There will be an opportunity later in the day for comments from the floor, and we look forward to hearing from anyone who wishes to make a short statement from the floor later today.

Witnesses withdrew.