

From: [REDACTED]
To: [LSIC](#)
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My story is based on six years as a resident of a retirement village with three years on the resident's committee. In light of my experience it is abundantly clear that attention to two systemic issues would reduce the level of discontent & angst immensely. They are:

1. The form of contract.
2. Definitions

Form of contract:

The Owner/Resident contract agreement should be of three parts:

- Part A: Standard clauses in line with legislation, & which is common to all retirement villages.
 This would provide the legal profession with a reasonable chance of providing prospective residents with meaningful & cost-effective advice.
- Part B: Issues unique to a village & that apply to all residents in the village, e.g. gardens (lawns, hedges, retaining walls), pets, golf course facilities, etc.
 This would enable Owners to cover-off the other virtues/facilities their offering provides, & as Part A has covered the basics, it would enable the legal profession & the prospective resident to meaningfully focus on these more problematical issues.
- Part C: Issues that have been specifically agreed to between management & the resident for their particular unit, e.g. leadlight around front door, artificial grass.
 This element would go a long way toward solving the eternal problems that arise from salesperson rhetoric, & a buyer's tendency toward really 'wanting to buy' & therefore 'believing' something other than what was actually said.

Definitions:

The contract should include an exhaustive list of definitions.

- The scope of the facilities that the resident can be assured of having access to (with an associated time qualification if necessary).
- The scope of the services that the resident can be assured of receiving.
- The uses to which the money accumulated into the Long Term Maintenance Fund can be put, & who has the power to make the decisions on expenditure.
- The definition of the 'inside' versus the 'outside' of the dwelling. Our contract obliges the resident to maintain the interior of the unit, & commits the Village to maintaining the exterior. This leaves the door open for unlimited discontent & dispute. For example, is a garage Roll-a-door inside or outside? What about the motor & drive assembly? What about split air-conditioning installations? What about external doors & windows, door locks, etc.

The creation of an Ombudsman's office would be a great step forward, but unless the systemic issues discussed above are attended to, the office will be inundated with a level of demand that will be extremely difficult (& costly) to maintain.

Alaister Harris



P.S. I am prepared to discuss these matters further.