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From: Inquiry into the Retirement Housing Sector POV eSubmission Form
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Sent: Wednesday, 15 June 2016 7:28 PM
To: LSIC
Subject: New Submission to Inquiry into the Retirement Housing Sector

Inquiry Name: Inquiry into the Retirement Housing Sector

Mr John Manning Edwards
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SUBMISSION CONTENT:

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Unfair Voting Control in a Resident Committee by the Owner

The clauses:

1. No item of business shall be transacted at a General Meeting unless a quorum of members is present. This required at least two of the five appointed permanent members to be present in person (not by proxy).
2. For a normal Committee Meeting it required one permanent member to be present, but that permanent member could not carry proxy votes.
3. The Management Committee could not call Special General Meetings or transact any business at all without the presence of at least one permanent member.
4. The Owner was entitled to the 30% of the voting rights and Resident Members shall hold not more than 70% of the voting rights of the Association.
5. More than 75% of the vote was required if the residents required to change any of the Rules of the Association. However, they would have been prevented because the permanent members held 30% of the vote which made it virtually IMPOSSIBLE to have anything changed that would have been a benefit to the residents of the Village unless and the Owner was totally agreeable.

Why does it matter:

The Owner through its representatives forced a Special General Meeting on the Residents, did not fully inform the Committee of the ramifications or disclose what it meant to the Committee. Residents and Committee felt pressured and bullied into appointing a Corporate Permanent Member.

Some two years later it became apparent that the meeting to appoint the Corporate Permanent member was

illegal and the meeting and appointment should have been set aside as the transfer from one owner to the other that the transfer of permanent members documentation was not carried out according to law, and that legally the Owner was not entitled to attend or appoint representatives or vote at meetings as they were not Members.

To a large degree it has fallen on deaf ears by Consumer Affairs Office and they have failed to understand the Residents point of view. The Contract gives the Owner all of the protection they need and they don't need to control the Association through this manner.

The Resident Association is in control of a lease and should be left to manage it, if the landlord wants to put constraints on a village it should go through the proper channels rather than short cuts to achieve its objectives at the expense of the residents living in the retirement village.

Had the Association had the ability to address an Ombudsman years ago this matter could have been settled and expenses saved hiring lawyers for advice and much less worry for the residents and Committee.

On behalf of the Committee as a Committee member and on behalf of the Residents we are hoping, with your assistance we will be able to access this service in the future to resolve this unresolved issue and provide support to prevent further bullying.

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File1:

File2:

File3: