

**From:** [Inquiry into the Retirement Housing Sector POV eSubmission Form](#)  
**To:** [LSIC](#)  
**Subject:** New Submission to Inquiry into the Retirement Housing Sector  
**Date:** Monday, 27 June 2016 8:36:03 PM

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Inquiry Name: Inquiry into the Retirement Housing Sector

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## **SUBMISSION CONTENT:**

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I am a resident living in a retirement Village and these are the matters I wish to bring to your attention as to what us as residents have had to endure over the years.

If there had been an ombudsman in the industry many of these things would not have happened or they would have been resolved quicker and at far less cost.  
Car Parking– Contract ambiguity

We have 206 units in our village, we have 4 car parks or our visitor, if we have the hairdressers and doctors onsite it means that there is only 2 spots left for all of us residents. The corporate owner has to give permission for the village to put the car parks in but the Association is expected to pay for the car parks. Surely this is an owners responsibility. They were on the original plan so the owner should have put them on the site when in development it is clearly capital works the outcome for me is I can not have visitors or services to my unit and this is clearly unacceptable and why should I be made to pay for capital works.

An Ombudsman may be able to apply pressure to fix this problem at our village.

Power boxes/Meter Boxes – Contract ambiguity

For many years the corporate owner would not replace the power box/met boxes in the village. The Village is 38 years old. We have seen many fires within the panels residents are expected to pay out of their levy to replace. It escalated then SP AUSNET issued a defect notice and that meant that the power to the village was to be switched off. The village was set to pay to remedy this and the Committee had to fight to get the Corporate Owner to pay by threatening them with VCAT. The Owner hid behind its ambiguous contract and taking the view it wasn't their responsibility. The Owner has now paid to repair but not before legal/consultancy costs were incurred by the village.

An Ombudsman would have been able to help a resolve the matter in a timely manner without the need for legal costs paid to force the Owner to do what it is

legally required to do.

#### Roofing Maintenance – Contract ambiguity

Poor workmanship has meant that the roofing/rafters are twisting in my roof. So the tiles break and tiles break, I get water leak as a result. This means it has impacted on my living space and extra maintenance is required. I went to the committee of Management and was told it was an owner responsibility. In the mean time I had to live with the outcome. I understand as a village resident the Committee of Management was looking after out interests as it impacts on out levy. But I look up at my ceiling and see all the water stains and wonder if my roof is going to come down. 2016 has seen some progress but not nearly enough to ensure the roof has been fixed so I have had to say unresolved. An ombudsman it is hoped would be able to make the Owner fix the problem so I don't have to live with it as it currently sits for the next 5 years.

#### Cracking in walls and ceiling inside and out 2006-2016 – Contract ambiguity

The Contract states that I am responsible for the inside of my house. That is all well and good but the workmanship I faulty to start .As a leaseholder , where does the repair stop and the structure begin. How big has a crack got to be, I can see daylight, there is a draft..is that enough?. This has worried me ever since I came in, there have been cracks on the outside of units including mine. I came into the village to enjoy my life what was eft I worry how bad the cracks have to be to be fixed, how long do I have to pay for hefting before it is fixed? The Committee of Management have battled with this for years and finally in 2016 they has accepted responsibility and fixed the problems after the village engaged a Consultant to help the Committee fight for a fair outcome.

An ombudsman means I would have been able to state my case and have a fair hearing and hopefully some action within a shorter period of time.

#### Footpaths– Contract ambiguity

Our village is unsafe, there are not enough paths for us to walk on and we have to walk on the narrow roads, the paths are so old they are a tripping hazard and need to be replaced. I worry that I'm not as good on my legs as I once was and if I fall I will do extensive damage to myself. I know the Committee of Management does the best it can sanding down the areas but the paths need to be replaced and due to the cost the corporate owner doesn't address the issues and nothing gets done. I like to walk and I find that this has impeded by health as I cannot safety walk around the village.

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File1:

File2:

File3: