

From: [Inquiry into the Retirement Housing Sector POV eSubmission Form](#)
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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.

Redevelopment and Body Corporate issues

From 2006 till 2014 I have lived with fear and uncertainty of my share of the costs associated with a legal battle we had to undertake. The village during this time had to live with an eyesore and put up with large trucks and traffic throughout the village. My Levy was being increased due to the costs forced onto residents. I was fearful of squatters settling into an empty building neglected in the middle of the village. I either walked past or looked out over the building, it was such a mess it made me feel unhappy as it was an eyesore. Constant updates by the Committee, were good but they just made me fearful for the future of the village. The outcome after years of fighting have meant that the Association has managed to win and the building has been sold and redeveloped with tight restrictions on [REDACTED] on the build and after it opened. We were lucky to have legal, Consultant and Manager to fight on our behalf but we should never have had to spend the money we did on something we are not a party too. Two developers making decisions that impacted on us. We are retired and elderly we should never have had to deal with the matter. The whole redevelopment and years leading up to it put me under pressure and affected by Health and Wellbeing.

Stormwater drains and pits – Contract ambiguity

Structure has not been done correctly when you remove the lid there are no bottoms on the pits. The pits have to be rebuilt and I believe that this contributes to the flooding within the village into the units. This coupled with inadequate drains means that my place floods. Each time I have to get my carpet dried,

mildew forms and causes more issues I should not have to live this way. I am lucky that the Association has paid to fix the issues but the problem comes about because of the defective workmanship that has resulted in these problems. The village is over 38 years old the draining system is too old especially as it is an outdated plumbing system, the system needs to be renewed surely this is an Owner responsibility as the system is unable to handle the flow of water flowing through with all the development around the village.

Car Parking– Contract ambiguity

We have 206 units in our village, we have 4 car parks for our visitors, 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 owner's 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/meter 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 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 our interests as it impacts on our 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 is 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 left 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 have 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 safely walk around the village.

Roads – Contract ambiguity

It is up to the village and us as residents to keep the roads repaired in the Village. Replacement Assets are the Owners Responsibility as residents in villages like this are the tenants. Why does the Association and residents have to go to such elaborate measures to get the Owner to do what it is required to do. The Committee were told by Council it had to build a roundabout in the village the owner refused to pay so the village incurred the cost of constructing a makeshift roundabout to satisfy the council request. It was an eyesore but effective and had the desired effect of getting the owner to fix and redo the section. An ombudsman would have been able to resolve this matter without the wasting money. Most of us are on fixed incomes money is important and waste is unacceptable.

██████ Pit– Contract ambiguity

If I lived on in a residential area ████████ would attend to the repairs or issues in the pit, at their cost, alas we are not we are in a retirement village so ████████ reply is it is private property and we must engage one of their qualified ████████ Contractors and pay for it. I'm not in a gated Community I'm on what amounts to a residential block I am disadvantaged by this line in the sand when it comes to services we have an emergency call system it is important that the pits are in good working order otherwise there will be a death. The outcome is I can't get the Manager to call and get the issue resolved I have to make the call to restore phone. An ombudsman would be able to get ████████ to do what they should do.

Bowling Green – Contract ambiguity

Our role in the village is to raise enough money to cover our expenditure. We are not required under our contract to replace assets. We are not owners. Our bowling green is a joke it is a swimming pool for ducks and is marketed as a Bowling Green, it is an eye sore. I came into the village with the expectation that I would be able to play bowls. Every year we request something be done. We are told we need to do a survey, the survey is done and we are then told the survey doesn't go far enough to gauge support so we put a yes or no survey out and made sure residents responded. It is still unresolved, the owner is still calling it a bowling green and people are being deceived.

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File1:

File2:

File3: