

**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 9:36:24 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.

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 out dated 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 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/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 [REDACTED] 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.

#### Promises

When I was sold a unit I was promised I would be able to move to serviced apartment w, then the nursing home without the financial burden .. this was a lie I hope that when an Ombudsman comes into the industry they will stop this practice by operators.

#### Redevelopment

A Body corporate with a number of owners. One Corporate, One large developer, a sprinkling of owner residents. A piece of land on common land, two separate owners owning a building so nothing could be done to stop a building being derelict. There was a hole in the roof and it became a OH&S issue to those that lived around it. One owner had the roof cavity, the inside and outside walls, the common area and the other owner owned the inside of each room but not the common area. The residents caught in the middle, while the owners played their games and scaring the village residents. The village residents were left to pay the water and maintenance in their levies and it was a constant battle by village residents to get things done as one of the owners tried to force the other to buy them out, for a pittance, the owner of the village units could not do anything so the Association had to eventually take it to VCAT to force an outcome. The Village residents spent \$165K on legal and consulting fees over the years to get

the matter resolved there was no guarantee of getting the money back ... it did but it shouldn't have had to be put in that position it caused serious health issues to residents and Committee members over those years due to the stress of the legal mess they were left to deal with. The outcome has meant the building is being used, has been redeveloped and does not cause the loss of quiet enjoyment of the village residents because the redevelopment was planned and restrictions on construction imposed thanks to our Village team.

Redevelopment

The village originated around 38 years ago. It was on land that was on the one building envelope. There was a nursing facility and a retirement village and they were separate in operation. A group of residents in the form of a Committee that ran the day to day functions of the facility. It was responsible for the Maintenance levy and common ground around the village.

The owner of the time was also the developer of the site adjacent to the village. The plans shown to the village residents was a two storey facility. Once it started to be built it ended up four. The issues this resented to the residents included: Increase in the levy: cost for the nursing home were being paid for by the village as they didn't separate the water metre. The village was maintaining the roads or the whole village supporting the nursing home. Increase in noise traffic from the extra ten bed facility and the bed facility included visitors and emergency vehicles. Lights shining into unit at night, trucks impeding on garden and continual tidying up of the mess left and the loss of quiet enjoyment of my life in the village. Redevelopment went ahead, I now live within the outcome of a badly developed situation. I lose sleep, constantly woken up at night and the early hours of the morning. It is not safe to walk about the village because of the traffic. The developer got away with it all because they were the owners and developer they didn't honour the lease and didn't fully inform the Committee of their true intentions. An ombudsman would have helped us negotiate, the developer would not have got away with the lies and using our roads as theirs amongst other things.

### Management

The Village is run by a Committee of Management, with a permanent member being the corporate member. Interaction between the Owner and the village has been strained and over the years the Owner has been overbearing and its representatives bullying using standover tactics and lies to ensure that it has met its corporate agenda.

Redevelopment – Owner would / couldn't help support the village and the village had to take on the legal case. The decision to spend association, resident funds troubled me a lot as I worried we would not win and residents money would be lost we felt we were lied to every step of the way.

Permanent Member the committee decided not to pursue a special general meeting the representative at the time bullied the committee and residents into going ahead with a resolution in its favour without fully informing the residents what it meant to them.

Contract the more I hear about the contract I have signed the more I know that it is unfair especially with it comes to the rules of a Resident Association. IF the village wants to change something at village level and the owner doesn't want that changed it can stop the change and example of this was when the whole village wanted to reduce the 24/7 nursing to business hours due to the cost impact on residents.

Village spending Owner representatives would lie as to what the Village could pay for, they tried to stop the village as a whole paying to be a part of the RRVV.

Village Staff the Owner representatives would try to get the Committee to dismiss staff but then they needed their help due to the wrong doing of the employee

there was no help to be had.

Unfairness of the corporate owner not paying or its responsibilities forcing the village to use its money to make it vulnerable.

Changing lease/disclosure statements and contracts of which the village is a party to without the knowledge of the Committee when there is a limited power of Attorney/or instrument of authorisation.

Overall the village has spent considerable funds fighting these matters. I like being a Committee member and I think the village as a whole benefits from my efforts, we employ a manager and the village is mostly a happy place to live. We don't take to the interference of the Corporate Manager telling us what we should do making promises to potential residents and causing unrest in the village. These games are impacting on your health and the appointment of an Ombudsman would be able to help with all of the above problems, cost burden could be reduced and our rights and fear would be protected.

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File1:

File2:

File3: