

**From:** [Inquiry into the Retirement Housing Sector POV eSubmission Form](#)  
**To:** [LSIC](#)  
**Subject:** New Submission to Inquiry into the Retirement Housing Sector  
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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 as a chairman of a committee at a time when the members wanted to update their rules this is my story  
IN 2000 THE PERTINENT FACTS REGARDING CONTRACTS & VOTING WERE AS FOLLOWS:

THE CONTRACT STIPULATED.

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).

For a normal Committee Meeting it required one permanent member to be present, but that permanent member could not carry proxy votes.

The Management Committee could not call Special General Meetings or transact any business at all without the presence of at least one permanent member.

THE COMMITTEE OF MANAGEMENT

THE FACT:

(a) The contract stipulated that ARC (the owners at this time) were entitled to the attendance of up to three representatives of ARC and given 30% of the voting rights and Resident Members shall hold not more than 70% of the voting rights of the Association.

(b) As the ruling of the Victorian Government states that a requirement of 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 ARC was totally agreeable.

This became an impossible hurdle for the residents to achieve and much

discontentment was felt by the residents who were looking forward to a peaceful happy and contented lifestyle.

THE VILLAGE OWNERSHIP CHANGED HANDS IN 2007/8.

Meetings were initially attended monthly by the Owners representative, however in 2013 the Owner's Representative was no longer attending on a regular basis, therefore, in late 2013 we engaged lawyers for advice regarding The Owners representatives non-appearance.

We were informed by the Lawyers that during 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.

This information gave the control of the Association back to the residents.

Had the Association had the ability to address a Tribunal or Ombudsman years ago this matter could have been settled as far back as 2008 and expenses saved hiring lawyers for advice and much less worry for the residents.

We are hoping, with your assistance we will be able to access this service in the future.

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File1:

File2:

File3: