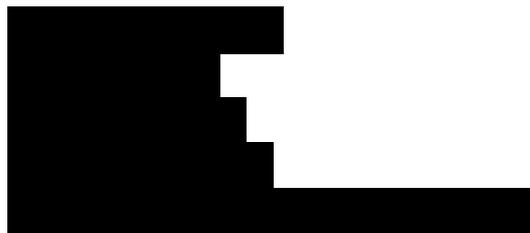


To the
Secretary
Legal and Social Issues Committee
Parliament House
Melbourne Victoria

My Name is
Alan Dyll
I am a lot owner in



To the Committee,

I am the village **Resident Liaison Officer** for RRVV (Residents Retirement Villages Victoria.)

I did not pass 8th grade secondary school in the early 50's

Alan Dyll's Submission No 1 to the Parliament Inquiry No 432

A better deal for all retirement villages.

Common ground and buildings.

When I lived out in the community I was responsible for maintaining my house, paying my council rates etc. The same as I am doing now in our village. I cannot understand that Lend Lease can make profit from a huge piece of land that is tied up with the present village lot owners.

My manager's agreement states,

Section 1.20 "Service Fee"

1.20.9

Maintenance, repairs, replacements and renovations of and to the Common property, the Communal Facilities, and the external surfaces of any building or structure at the village excluding the hot water services, pergolas and garden sheds in the lot.

This rule would apply to me if I was living outside the village.

What happens now is that if the water main, roads or community centre needs refurbishment or replacement the residents committee would put a Levey on all the lot owners to pay the huge cost of these items.

Lend Lease only make profits by selling units etc. I believe that Lend Lease should be compelled by an act of parliament to put in 50% of the total cost of all the replacements and refurbishments. After all the residents have done their part in maintaining and keeping up the village maintenance and appearance for many years.

In 20 years' time the then owners would have a modern up-to-date village at the expense of all the past and present lot owners..

Regards

Alan Dyll

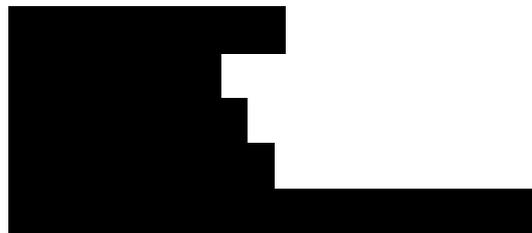
25th June 2016

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To the
Secretary
Legal and Social Issues Committee
Parliament House
Melbourne Victoria

My Name is
Alan Dyall
I am a lot owner in



To the Committee,

I am the village **Resident Liaison Officer** for RRVV (Residents Retirement Villages Victoria.)

I did not pass 8th grade secondary school in the early 50's

Please refer [REDACTED] as **Lend Lease**.

Alan Dyall's Submission No 2 to the Parliament Inquiry No 432

(1) (2) (3) Explanation last page

Reasons for my submission No 2.

(1) Committee of Management (2) the Village Manager (3) Port Phillip P/L

My Submission

[REDACTED] is a self-funded village. We have a 10 member Committee of Management (COM) 7 elected by the residents and 3 Permanent Members selected by [REDACTED]

On the 8/8/2014 I was elected onto the COM. I did not know anything about meeting procedure or Incorporated Associations. A fellow resident, very familiar with acts, regulations and Incorporated Associations taught me about these things. I spent lots of time downloading rules and acts off Consumer Affairs' web site and studied them to the point of understanding the "**Consumer Affairs Victoria Association Reform Act 2012, Model Rules for an Incorporation Association**". The COM at that time had just reviewed a draft of our village's new rules compiled by a past COM member. This draft was sent to [REDACTED] for their perusal about 25th August 2014.

Can Lend Lease have their law firm Kennedy's alter our Own Rules after our Committee of Management approved the original draft?

(3) An ex-committee member took 12 months to compile a new set/draft of village rules. The COM went through all the 77 rules taken from the model rules asking questions and adding a word here and there which was eventually accepted by the COM to go to [REDACTED] for their perusal. (I was present at the final reading/passing of this draft) Being new to committees I thought this was how these things happened. The draft was sent to Lend Lease on about the 25th August 2014.

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In the first draft, (I call this draft No 1.)

Rule No 2 states.

Purpose

(There was no Purpose stated in the original village rules)

The purpose of the association are **---to provide safe and secure accommodation and lifestyle of convenience in a friendly and caring environment for both residents and staff where the rights of all are respected.**

Rule No 42 Role and powers

(3) The Committee may ---

(a) appoint and remove staff:

(Our COM pays all staff's salaries and wages, taken from our village fees)

On 22nd January 2015 draft No 2 came back from Lend Lease.

Much to my surprise rules Nos 2 and 42 has been altered.

Rule No 2

Purpose

Was changed to:-

The purpose of the association are---

to provide services to the residents of [REDACTED] in accordance with the provisions of the service or management agreements entered with the residents of [REDACTED].

(Does this purpose define the well-being and safety of the retirement village residents and staff?) (What legal right has Lend Lease have to alter our association's own rules?) Lend Lease seems more concerned about the management agreement than the residents.

Rule No 42 Role and powers

42 3) (a) has been completely taken out.

(1) I pointed this rule omission out to another COM member who was outraged and wanted this rule put back in. Then, without a COM meeting this draft was sent back to Lend Lease.

On about February 14 2015 the draft (**I call this Draft No 3**) came back with Rule No 42 (3) (a) back in. I was concerned about the purpose (Rule No 2) being changed but when I mentioned this to the next COM meeting they did not seem to care. To me this Purpose is in direct contrast to what retirement villages living is all about.

I phoned Consumer Affairs regards this matter and asked the following question "Do Lend Lease have the legal right to alter in any way our Incorporated Association's Own Rules?" After several attempts I was told that they could not help me because it could be an Owners Corporation matter.

Draft (**Draft No 4**) arrived at a COM meeting, but was not discussed because the draft had just been received and there was not enough members present, the draft was put on hold until the next COM meeting. This draft had "**COM/LL/Kennedy (Sols) Approved**" water mark across each page. The COM officials (Village Manager, Chairman and a Permanent Member) allowed this draft to be sent back to Lend Lease without a COM meeting, (again.) It was this draft No 5 (Without the water mark) of our village rules that went to a special

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discussion meeting (THIS MEETING IS MENTIONED BELOW) then to the special resident's resolution meeting for confirmation by a ballot.

During the first 6 months on the COM I have realized that a village resident or a COM member can ask Lend Lease a difficult (for them) question and simply not get an answer. I took it upon myself to write a letter to Lend Lease through [REDACTED] to ask the following question.

My letter in part. First paragraph of my letter.

29th May 2015.

Dear [REDACTED]

I am constantly being reminded by present and past committee members that Lend Lease has a legal right to have 3 Permanent Members on our Committee of Management.

If this is so can you give me a copy of the document that gives Lend Lease the legal right to have 3 permanent Members on the [REDACTED]

(Registered NO A0027980C)'s Management Committee.

16th June 2015 I received an answer, (At my front door, delivered by the Village manager 2 ½ hours before the resident's discussion meeting) from [REDACTED] that **did not show me a copy of a legal document that gave Lend Lease the legal right to have 3 permanent members on our COM.**

A resident's discussion meeting was held on the 16th June 2015 to discuss the new village rules. The village person who compiled the first draft spoke in favour of the draft (Draft No 5) that Lend Lease has returned. (This draft did not have "COM/LL/Kennedy (Sols) Approved". water mark across each page.) At no time since the COM approved the first draft **has the COM even looked at or discussed this draft.**

The person who compiled the original draft stood up and explained the drafted (COM/LL/Kennedy (Sols) Approved) (Draft No 5) new rules to the residents. He also mentioned that the COM makes decisions for the Body Corporate (Village Residents), as well as the Port Phillip Village Residents Service Association Incorporation.

When I put my hand up to have my say, this person **insisted** that he read out my answer from [REDACTED], which he did. He pointed to and read out the rule that was supposed to give Lend Lease the right to have 3 permanent members on the COM to the residents. When it was my turn I stood up and mentioned that the rule he pointed to was **not in the village rules.** (These village rules were enclosed in with the letter.) Which, he held up. He obviously had not bothered to check the letter against the rules.

(2) I was shattered by the fact that he read my answer from [REDACTED] before I had the chance to mention **that I had an answer.** My answer must have come to the village by e mail and our **village manager must** have given the chairman a copy. (Is that against the law?)

I personally, as a COM member, wanted to abandon this draft in favour of having the New Model Rules 2012 as our association's rules. [REDACTED] would have to apply to the COM to be an associate member.

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At the next COM meeting I mentioned the fact about the manager giving my answer from Lend Lease to an official of our COM. All I got from the COM Chairman was, "it should not have happened, **"Sorry"**

Not long after the discussion meeting the **following resolution appeared** on the notice board with the 21 days' notice of the special resolution meeting.

"We the Members of the [REDACTED] vote to accept the proposed merger of our Original Rules with those of the Model Rules for an Incorporated Association (2012)

You will notice the words **"We"** and **"merger of our original rules"**. This is the first time I have heard the word **"merger"**. These new rules were introduced to the COM **Nearly 10 months after the new model rules came in, in November 2012.**

I have looked back at the July 2013 COM meeting minutes and found In the minutes of the July 2013 COM meeting these rules were called By-Laws.

A exert from these minutes.

Under general business.

Item No 7.11

The creation of by-laws ----Ray Dyt (The person who compiled the first draft and followed the rules threw to they were accepted by Consumer Affairs)

The creation of by-laws will be further considered. Items for consideration could include--- Pet policy, Caravan Parking, External placing of bins etc.

(3) By the look of this item in the minutes the COM did not know or were informed of the importance of these new rules. **(It seems to me that the COM is compiling the Management Agreement rules.)**

Our COM pays [REDACTED] a lot of money to manage the village, should they have informed the COM of the importance of this situation. My question here is, did [REDACTED] legal firm advise the COM that these new rules were bought into operation in November 2012 and that if we did not want to change them we could carry on with the old rules, **but the new rules would take precedence over the old rules if we had a dispute.**

I researched the new model rules and I believe that I (With the help of a village manager that works full time for the residents) could have run our village under these rules with the minimum alteration. Which would then become our OWN RULES.

I was out voted at the next COM meeting to put the **(Just appeared)** resolution to the residents at a special ballot in 21 days' time. I asked the committee if I could run a no vote campaign against the COM they agreed, but not as a COM member. After a couple of days I decided I would run my campaign as a COM member. Which, I did. It was this decision that prompted me to go on a NO vote campaign against the COM's wishers. This is where the **"WE"** came in the resolution because the COM could not say they had a unanimous decision.

I posted my **"VOTE NO"** campaign material to 20 residents that I thought might agree with what I am trying to do.

The ballot.

(1) (3) on the 21st July 2016 I walked into our function room and looking into a small windowed room on my right I noticed that nearly all of the committee were having a meeting. I was shocked and angry. I kept glaring at them. Someone noticed me. After a while they invited me into the room. The atmosphere was very tense. A Lend Lease permanent member was in attendance. The Chairman said, "You have caused some concern, do you want to continue with the vote" (Or words to that effect) I said "Yes why should I not want to continue." I noticed a bundle of yellow strips of paper on the table; these were picked up and taken away by a COM member.

On entering the function room I noticed helpers going around amongst the residents **(Only lot owners had a vote.)** handing out these yellow strips. They were the ballot slips. I wanted one so I asked and received one and put my name on a list. Straight away I noticed that there wasn't a place to identify who the voter was. I said this out loud, a committee member (Close by) also said, "Where do we identify the voter." I approached the chairman and asked him how we identify the voter. He shouted across the room and said "It's a secret ballot." First I knew of this.

The chairman announced that a long term resident would act as a scrutineer for the ballot. I looked over and noticed that he seemed surprised that he was being asked to be the scrutineer. I did not mind because I thought he would do a good job. After a short talk from the yes and no speakers the ballot was taken.

While waiting in line to put my vote in the box I noticed that a resident was putting in 2 votes folded together. The scrutineer said, "You cannot do that." The resident said something and walked away. I do not know who the resident was or what was said.

I lost the vote 69 yes, 14 no, 2 informal. Some body knew that these were informal votes. Both yes and no squares were ticked.

I conceded that I lost the ballot, I was disappointed. On my way back to my unit I realized that the ballot was illegal because, if it was an secret ballot the scrutineer would have crossed a lot owner name off the register and given the lot owner an initialled ballot slip. If it was an ordinary ballot the lot owner's name would have been put on the ballot slip then crossed of the register. The proxy votes had to be signed by the lot owner.

I phoned and recorded my conversations with Consumer Affairs several times the next day regards the ballot and explained the ballot situation, but they did not help me at all. They told me to go to a complaints branch. **I did not want to continue with my problem, because I was too afraid to challenge Lend Lease on my own.**

On the 22nd July I e mailed the chairman that I wanted the ballot to be declared illegal because of the above. I gave my reasons and wanted my e mail to be bought up at the 23rd July COM meeting.

(1) (3) After the start of the meeting the chairman asked me to listen carefully. He started the procedure to expel me from the committee. I interrupted him and said that I

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intend to resign anyway if---. Straight away the manager and the chairman said are you resigning. In my confused state of mind I said "yes." They kept on about my resigning and eventually I was asked to leave the meeting.

I received an answer from my e mail confirming that I would have resigned anyway, because the COM must have voted that the ballot was legal.

The new rules were sent to Consumer Affairs to be finalized to be our rules. I was hoping that Consumer Affairs would notice how many phone calls (Questions) I made to them regarding our village and not accept them.

I resigned from the COM because I could not work with them when all I wanted was to get a better deal for all of the village residents via the COM. In my opinion Lend Lease **bullied and abused our residents Body Corporate** (Via our COM) to get their Own Village Rules passed.

(3) When my wife and I signed up to live in a Lend Lease village we agreed to provide (in our fees) to a long term maintenance plan to pay for all maintenance on the common ground and property in the village. However I have done some research into how the council rates of our resident's lots are paid.

Council rates.

I asked the village office staff who pays the council rates on the common ground/ property for our village. A staff member showed me a bundle of rate notices but did not know who paid the common ground/property rates.

All lot owners pay council rates on their unit and receive the council notice from our office. All moneys are paid to council in a lump sum for the whole village.

I went to the Hobson's Bay Shire Offices and approached the receptionist and explained that I lived in the [REDACTED] and that I wanted to know who pays the rates on the common ground/property. After a quick look at the computer, the answer came back "That's a good question" I'll refer you to some body that can tell you. I spoke to the person and asked the same question. This person looked up on the counter computer, but was unable to give me a direct answer. She told me that she would go to another computer and would be a few minutes. 15 minutes later she gave me the name and number of the council contractor rate valuator, because she also could not give me a direct answer. She ask my permission the give my phone No to this contractor, which I agreed to do. I received a call from [REDACTED]. [REDACTED] could not give me a direct answer, but suggested that our Body Corporate could do that. If this is indeed fact I think that this is not fair when Lend Lease who takes the profits from our village by selling units do not pay anything (Council rates) towards a profitable business to the shire. After my phone conversation with Steve (Who was most helpful) I am still asking myself the same question. It is useless to ask [REDACTED] or Lend Lease because they would either evade the question or simply not answer.

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I am asking the inquiry committee to give all villages a better/fairer deal for all retirement villages.

I believe that our inexperienced COM (is under the influence of the village manager, via Lend Lease, via Kennedy (Sols) law firm.

I believe that the new model rules (Associations Incorporated Reform Regulations 2012) introduced in November 2012 was designed to stop this sort of interference to Incorporated Associations.

Consumer Affairs.

During my time on the COM I had numerous conversations with Consumer Affairs, some of which I recorded. It felt like I was on first name acquaintance with Consumer Affairs because after the first time I was not asked to identify myself even though I was asking procedure questions.

I believe an Ombudsman may have helped me at that time.

I believe that our Incorporated Association could run our village with only a minable input from Lend Lease. After all the only profit they make is by selling units.

When the retirement villages first started the residents were only too happy to have the Owners organize their village, but now I believe that all residents are being abused and bullied into doing refurbishments and replacements via the committees for the village owner's benefit to keep up the village appearances so as to sell units.

I have written a 278 page size A5 journal, titled, "My Committee of Management Experience by Alan Dyal" This journal has not been edited and is all my own work, I did not pass 8th grade, while at school in the early 1950's.

I was on the COM for 340 days, in that time I spent 140 days doing work for the committee. My submission is described in fine factual detail. (I have all dated and numbered documents) I have mentioned the names of people involved in my experience. At this stage I do not intend to publish my journal. I enclose a copy (Printed by myself via my computer) to the submission committee. Please contact me for further details.

To sum up my submission.

I would like the committee to consider giving all retirement village residents more control over their village through a village manager full time in organizing resident's functions, activities, obtain quotes, control contractors etc. If the village owners want to sell units they should provide a person to do just that.

Inserted in my submission are:

(1) Committees saying yes to all owners suggestions and not knowing the rules.

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(2) Village Managers spending too much time working for the owner's. To be full time in caring for the residents.

(3) Village owners to employ someone to sell units etc. To stop interfering with village rules. Assisting residents in the payment of refurbishments and the replacement of major property items.

These brackets () indicate where I would like to see government acts introduced to force all village owners into stop interfering and dominating ignorant committees of their village of what they can and cannot do to their advantage. I have spoken to other villages around this area and found that they have the same problems as I do.

The CD in the back of my journal is my recorded conversations with Consumer Affairs.

The reason I recorded my conversations are:- At this time (June/July 2015 our village manager had a notice to all residents that our PABX phone system had a problem causing calls to just dropout. I had this happen to me a few times while calling Consumer Affairs (only.) I was getting nowhere.

I recorded the following conversations.

The 3 questions I asked Consumer Affairs. 1 (Not on CD) Did the COM ask our residents at a forum if they wanted to change our rules? If so did they ask Consumer Affairs? Did Consumer Affairs give permission and send them the appropriate documents? In my nervous state I heard that, "There is nothing there". 2 (Not on CD) by what right did Lend Lease have to alter our Association Incorporate rules. I never did get a straight answer, because I got cut off. 3 **After the ballot Tracks 1 and 2 on the CD.** After several attempts to make contact and several attempts to get my point across I was told to take my complaint to a government complaints branch in Melbourne. (I believe I was getting the run around)

(2) Track No 3 on the CD is a recording of our village manager via an e mail he sent to me asking Consumer Affairs about whether the COM had asked Consumer Affairs if the residents wanted to change the rules. The same question as I did. No 1 on CD.

I have put this conversation into a video editor and stretched it out to the point of isolating a single word. It appears to me that he kept on until he got a suitable answer. This conversation did not convince me that the residents were not asked if they wanted to change the rules in 2013.

I did not follow up on the illegal ballot, because I did not want to take Lend Lease on and to save my marriage after 56 years.

END OF SUBMISSION