



Proactive Compliance Checklist

Retirement Villages

Retirement Villages Act 1992
Including all subsidiary legislation

Entity Name:

Trading Name:

Licence Number:

Postcode:

Date:

Conducted By:

Legislation refers to: **RV Act** - Retirement Villages Act 1992 **RV Code** - Fair Trading (Retirement Villages Interim Code) Regulations 2019 (note: Interim Codes are replaced every 6 months)
RV Regs - Retirement Villages Regulations 1992 **FTA** - Fair Trading Act 2010 **BP** - Best Practice

Check Boxes refer to: **Compliant** - means there is full compliance with the legislative requirement. **Non Compliant** - refers to matters where full compliance with the legislative requirement has not been observed. **Best Practice: Yes or No** - non-legislative, indicates if best practices has been applied.
Not applicable - use where a particular question does not apply to the SA being reviewed. **Not available** - the requested information was not available at the time of the compliance review. **For information** - details provided for information purposes only. **Yes or No** - response to questions only requiring a yes or no answer.

	ADMINISTRATION	Pre-visit checks DEPARTMENTAL USE ONLY		
A	Check correct company/entity name for AB that manages the village.			
B	Is the AB a not for profit incorporated association/publicly listed company/proprietary company/some other form of legal entity?			
C	If the AB is an incorporated association, check that those involved in the administration of the village are fit and proper (bankruptcy history (D&B Search), indictable offences or any offence involving fraud or dishonesty etc) in accordance with s39 of the <i>Associations Incorporation Act 2015</i> and s76 of the <i>Retirement Villages Act 1992</i> . What procedures does the AB have in place to ensure compliance?			
D	Check whether there is more than one AB, if so what is the name of the AB that does not manage the village			
E	Address for the principal place of business for the AB that manages the village			
F	Is there a separate trading name for the RV?			
G	Name of on-site manager			
H	Physical address of the RV			
I	Postal address of the RV if different to physical address			
J	Contact number for the RV			
K	Contact number for the AB that manages RV			
L	Email address for the RV and Email address for the AB			
M	What is the identifying number of the memorial lodged with the Registrar of Titles under the RV Act s.15(4)			
S.1	Village Details	Legislation	Check	Comments
1.1a	What is the dominant form of tenure in the village? - Lease/licence with a premium? - Strata Title with a premium? - Purple Title with a premium? - Rental. Nominal or no premium paid?		<input type="text"/>	
1.1b	Is there a combination of tenure arrangements in the village? If so, what form do they take?		<input type="text"/>	

1.1c	Are there any premises occupied under short term residence (as defined in RV Regs that commenced on 1 April 2016). If so, how many? *sometimes called a rental agreement		<input type="text"/>	
1.1d	In relation to rentals – how does the village work out the amount of rent that is payable for each rental unit?		<input type="text"/>	
1.1e	What is the average term of rental agreements in the village?	RV Reg.7A(1) (Item 10)	<input type="text"/>	
1.2	Have residents paid a premium? Did you put any premiums paid into a trust account as required?	RV Act s.18(1)	<input type="text"/>	
1.3	How many residential premises are in the RV?		<input type="text"/>	
1.4	How many are occupied?		<input type="text"/>	
1.5	How many are vacant and ready for occupation? Are there any that are vacant that are not ready for occupation?		<input type="text"/>	
1.6a	Is the AB a member of: • Property Council of Australia; • Aged and Community Services WA?		<input type="text"/>	
1.6b	Is the Village accredited under an accreditation scheme?		<input type="text"/>	
1.6c	Do residents contribute to these costs by paying recurrent charges?	RV Act s.25 RV Regs r.11	<input type="text"/>	
S.2	Advertising and promotion of retirement village	Legislation	Check	Comments
2.1	Does the land containing the RV also contain aged care facilities or services? If so, do advertising materials comply with the prescribed wording for accessing aged care facilities or services?	RV Code s.10 RV Regs Sch2 Item 1	<input type="text"/>	
S.3	Pre-contractual disclosure requirements – prospective residents	Legislation	Check	Comments
3.1	Have prospective residents been provided with the pre-contractual disclosure information listed at least 10 working days before the residence contract was entered into? What is your standard practice – 10 working days or longer?	RV Act s.13(2)	<input type="text"/>	
3.2	Under the regulations you have to provide prospective residents with a copy of the residence contract and all other contracts. This was a requirement of the Interim Code that has transferred into the regulations. Are you aware of these requirements? Have you always provided a copy of the residence contract with the Form 1?	RV Act s.14A	<input type="text"/>	
3.3	Have you always provided a copy of the residence contract with the Form 1? Are you using Form 1 or Form 1A? What is the term of the residence contracts - how much is payable in the form of an upfront fee/bond?	RV Act s.14A	<input type="text"/>	
3.4	If I was to walk into your village today and showed interest in moving in, what documents would be in the pre-contractual disclosure pack that you give me? Do you charge for this information? If so, how much? Please provide a copy of the pre-contractual disclosure documents (including the residence contract)	RV Act s.13(4A)	<input type="text"/>	
S.4	Cooling off periods	Legislation	Check	Comments
4.1a	How are residents informed of the cooling-off periods and their effect?		<input type="text"/>	
4.1b	Have any residents sought to withdraw from the residence contract within the cooling off period? What were the circumstances? Did you give them a full refund as required by section 75 of the RV Act?	RV Act s.14(1)(a) RV Act s.75	<input type="text"/>	
S.5	Time Caps on recurrent Charges	Legislation	Check	Comments
5.1a	Residents to whom the cap applies What is the total number of residents that have been affected by the caps applying: ● deceased residents? ● living residents?		<input type="text"/>	
5.1b	Since 1 April 2014 have any residents' liability ended before the maximum capped period? Circumstances?	RV Act s.23	<input type="text"/>	
5.1c	How many residents' liability ended at the end of the capped period or where evidence of death was required later than this?		<input type="text"/>	
5.1d	How many residents had the 6 month cap?	RV Regs r.9	<input type="text"/>	
5.1e	How many residents had the 3 month cap?		<input type="text"/>	

5.1f	What was the longest period a resident who was deceased paid recurrent charges for?		<input type="text"/>	
5.1g	What was the longest period that a resident who was not deceased paid recurrent charges?		<input type="text"/>	
5.2	Deceased residents Do you require evidence of death before allowing representatives of the deceased resident to permanently vacate the premises? In every case? In some cases? Circumstances?	RV Act s.23 RV Regs r.9	<input type="text"/>	
5.3	Residents that defer liability Have any residents deferred their recurrent charges liability after 1 April 2014? Did you inform them that interest would be payable on those amounts? What was the total interest amount paid in relation to deferred recurrent charges?	RV Act s.24(2) LV Regs r.10	<input type="text"/>	
5.4	Administering Bodies' liability after capped period ends What is the total amount of recurrent charges the AB has had to contribute since 1 April 2014 for recurrent charges for resident's whose liability has ceased? Have you reflected this in your budget documents?	RV Act s.23(5) & s. 23.6	<input type="text"/>	
S.6	Residence contracts	Legislation	Check	Comments
6.1	Are you aware of the new Regulations which commenced on 1st October 2015? Have you arranged for your contracts to be reviewed so that new contracts comply with the regulations for matters or provisions that must or must not be included in residence contracts? Have you arranged for existing contracts to be varied so that residents have right to vote by special resolution on: Proposal to vary a communal amenity; Proposal to vary or introduce a new communal service.	RV Act s.14A(1)	<input type="text"/>	
6.2	An urgent repairs process? How are you managing that process - e.g. a Deed of Variation/some other process? Details?	RV Regs r.7H	<input type="text"/>	
6.3	Have you identified whether any provisions of your existing residence contracts are void because they contain prohibited provisions. Are you informing residents which if any provisions of the residence contract will be read as being void under s. 14A(4) of the RV Act?	RV Act s.14A(4)	<input type="text"/>	
S.7	Financials - Code requirements	Legislation	Check	Comments
7.1	Has the AB established appropriate procedures: <ul style="list-style-type: none"> for consulting with residents on future planning, budgeting and proposed changes to the administrative or operating financial arrangements for the village; and to give residents access to information about the administrative and operating financial arrangements for the village 	RV Code s.16(1)(b) & 16(1)(c)	<input type="text"/>	
7.2	Did you include in your proposed operating budget an amount for each of the separate items listed in s.17(3)? If not, state why not.	RV Code s.17(3)	<input type="text"/>	
7.3	Do you administer more than one village? If so, did you provide separate budget documents for each village?	s.17(7)	<input type="text"/>	
7.4	What did you do to comply with requirements regarding the proposed village operating budget in the code to display in central location and make available to each resident on request: a proposed operating budget for next fin. yr; information used in preparation of the proposed budget incl: o relevant accounts of actual expenditure; o information explaining proposed fee changes or changes in the provision or availability of amenities. AB also required to provide each resident written notice of where and when the budget docs are available. AB prohibited from finalising budget documents until 10 working days after written notice and the holding of the meeting under cl. 26(1)(b) of the Code.	RV Code s.17	<input type="text"/>	
7.5	Are residents required to contribute to a reserve fund under the residence contract? What did you do to comply with the requirements regarding the proposed fund budget in the code to display in central location and make available to each resident on request: - a proposed reserve fund budget for the next financial year; - information used in the preparation of the proposed reserve fund budget explaining proposed fee charges to the provision or availability of amenities or services.	RV Code s.17(1)(b)	<input type="text"/>	
7.6	Did you include in your proposed reserve fund budget an amount for each of the separate line items listed in S17(4)? If not, state why not?	RV Code s.17(4)	<input type="text"/>	
S.8	Annual Budget Meeting (cl.26(1)(b))	Legislation	Check	Comments

8.1	What financial year does the village operate on? When did you hold the annual budget meeting?	RV Code s.26(1)(b)	<input type="text"/>	
8.2	Are you aware that certain charges are now prohibited or that in relation to some charges you must only recover costs incurred? How have you managed these?	RV Act s.25 RV Regs R.11	<input type="text"/>	
S.9	Quarterly operating income and expenditure statements and annual accounts	Legislation	Check	Comments
9.1	The AB is required each quarter of the financial year to provide operating income and expenditure statements and to display these in a central location and make available a copy to each resident on request. Separate statements must be provided for each village that the AB manages Please provide a copy of your statements for the last financial year.	RV Code s.18(1),(7) & (8)	<input type="text"/>	
S.10	Annual Meeting (cl.26(1)(a))	Legislation	Check	Comments
10.1a	Was an annual meeting of residents held within 5 months after the end of the financial year of the RV? AB is required to provide a written presentation of the operating financial position of the village as at the end of the previous financial year.	RV Code s.26(1)(a)	<input type="text"/>	
10.1b	Were the accounts independently audited? Y or N	RV Code s.19(9)	<input type="text"/>	
10.1c	If not, did the residents decide by special resolution that the annual financial statements are not required to audited?	RV Code s.19(10)	<input type="text"/>	
10.1d	Please provide a copy of the annual financial statements.		<input type="text"/>	
S.11	Residents' meetings	Legislation	Check	Comments
11.1	Are you aware of the provisions inserted in relation to residents meetings? How have you informed residents of these?	RV Code s.26(1)(d), 26(6) & 26(7)	<input type="text"/>	
S.12	Residents' Committee	Legislation	Check	Comments
12.1	Is there a resident's committee established by residents under the Code? Is it an incorporated association? Y or N	RV Code s.24	<input type="text"/>	
12.2	Does the resident's committee consult with the AB in relation to the day-to-day running of the RV and any issues or proposals raised by the residents? What is the relationship like and what types of issues are raised? Does the residents committee hold its own meetings? Does anyone from the AB attend?	RV Code s.24	<input type="text"/>	
S.13	Dispute resolution	Legislation	Check	Comments
13.1	Have there been any disputes: (i) between residents within the village; (ii) between a resident and the AB; (iii) between residents and the AB? Was the dispute process under the Code followed? If not, had residents agreed to a variation of the Code dispute process? If so, where is that process written down and provided to residents? Was the dispute process followed? What was the outcome?	RV Code s.30	<input type="text"/>	
13.2	If not, had residents agreed to a variation of the Code dispute process? If so, where is that process written down and provided to residents? Was the dispute process followed? What was the outcome?	RV Code s.30	<input type="text"/>	
13.3	What were the costs of the dispute resolution, particularly were any costs passed onto a resident under s.32(2) if the Code? Is the AB aware that it cannot pass on its costs from s.32(2) onto other residents.	RV Code s.32(2)	<input type="text"/>	
S.14	Applications to SAT	Legislation	Check	Comments
14.1	Have there been any applications to SAT? Under what provision of the RV Act?		<input type="text"/>	
S.15	Refurbishment	Legislation	Check	Comments

15.1	<p>Are you aware of the new requirements relating to refurbishment works in the RV Code?</p> <p>Have you adjusted your processes to implement those requirements?</p> <p>Please provide samples of the written documents.</p>	<p>RV Code s.22</p>	<input type="text"/>	
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Additional Comments	Action Required	Date Required

SPCO Signature	Manager's Signature