

LEGISLATIVE COUNCIL

RETIREMENT VILLAGES AMENDMENT BILL 2024

(Amendments to be proposed by HARRIET SHING)

1. Clause 6, page 6, after line 25 insert—

"certificate of insurance, in relation to a retirement village, means a certificate issued by an insurer who has insured property in the village against damage which sets out the terms of the insurance policy given and the start and end date of the policy;"

2. Clause 7, page 25, line 2, after this line insert—

"3EA Interpretation of vacant possession and permanently vacating

- (1) In this Act, in relation to a premises occupied by a resident in a retirement village, a reference to giving up or delivering vacant possession of the premises, however expressed, is a reference to the point in time when all the following have occurred—

- (a) the resident has ceased to occupy the premises;
- (b) all personal property of the resident has been removed from the premises;
- (c) any keys to the premises have been returned to the operator or proprietor of the village;
- (d) if the resident occupies the premises under a retirement village contract that requires notice to be given before the resident delivers up vacant possession of the premises, the notice has been given and the notice period has elapsed.

- (2) Subsection (1) is not intended to limit the common law meaning of delivering up or giving vacant possession of a premises.

- (3) In this Act, in relation to a premises occupied by a resident in a retirement village, a reference to permanently vacating the premises, however expressed, is a reference to the point in time at which the resident delivers up vacant possession of the premises."

3. Clause 19, page 49, after line 7 insert—

"(fa) the prescribed information about or relating to all insurance arrangements that are in place in relation to the retirement village (other than policies of insurance held by residents of the village) including—

- (i) details of any insurance policies in force over all or part of the village and copies of any relevant certificates of insurance; and

- (ii) details of any funds set aside by the operator or proprietor to insure against any potential damage to the village by whatever means;".
- 4. Clause 19, page 63, lines 6 to 12, omit all words and expressions on these lines and insert—
 - "expiration of the period during which the contract can be rescinded under section 26X."
- 5. Clause 19, page 67, after line 3 insert—
 - "(ea) the prescribed information about or relating to all insurance arrangements that are in place in relation to the retirement village (other than policies of insurance held by residents of the village) including—
 - (i) details of any insurance policies in force over all or part of the village and copies of any relevant certificates of insurance; and
 - (ii) details of any funds set aside by the operator or proprietor to insure against any potential damage to the village by whatever means;".
- 6. Clause 19, page 68, after line 3 insert—
 - "(ba) the prescribed information about or relating to all insurance arrangements that are in place in relation to the retirement village (other than policies of insurance held by residents of the village) including—
 - (i) details of any insurance policies in force over all or part of the village and copies of any relevant certificates of insurance; and
 - (ii) details of any funds set aside by the operator or proprietor to insure against any potential damage to the village by whatever means;".
- 7. Clause 19, page 78, lines 16 to 28, omit all words and expressions on these lines and insert—
 - "(1) Despite anything to the contrary in the **Sale of Land Act 1962**, a person who signs a residence contract to become a resident in a retirement village may, at any time before the end of the period of 7 business days after signing the contract, rescind the contract in accordance with this Act.
 - (2) If a person rescinds a contract under subsection (1), the person is entitled to the return of all money paid under the contract by the person, except for the prescribed administration fee, if any, which may be retained—
 - (a) if a contracting party has entered into the contract, by the contracting party; or
 - (b) if an owner resident has entered into the contract, by the owner resident."
- 8. Clause 19, page 78, line 31, omit "resident that the resident may" and insert "person who signs the contract that the person may".
- 9. Clause 19, page 78, line 32, omit "3 clear business days after the resident" and insert "7 business days after the person".
- 10. Clause 19, page 78, line 34, omit "resident" and insert "person".

11. Clause 19, page 79, lines 3 and 4, omit "a resident who is a party to the contract" and insert "the person who has signed the contract to become a resident".
12. Clause 36, page 113, lines 28 to 31, omit all words and expressions on these lines and insert—
 - "(2) The quorum for a meeting of residents is—
 - (a) for a retirement village with 40 or more residents who are entitled to vote in the meeting, 25% of those residents; or
 - (b) for a retirement village with 20 or more residents but fewer than 40 residents who are entitled to vote in the meeting, 10 of those residents; or
 - (c) for a retirement village with fewer than 20 residents who are entitled to vote in the meeting, 50% of those residents."
13. Clause 46, line 8, omit "**Former**" and insert "**Certain**".
14. Clause 46, after line 14 insert—
 - "(2) If a resident of a retirement village dies before delivering up vacant possession of the resident's premises in the village, the resident is not liable for a maintenance charge that arises on or after the time of death of the resident."
15. Clause 46, line 15, omit "(2)" and insert "(3)".
16. Clause 46, line 16, after "village" insert "(as the case requires)".
17. Clause 46, after line 24 insert—
 - "(4) If a resident of a retirement village dies before delivering up vacant possession of the resident's premises in the village, the proprietor or operator of the retirement village (as the case requires) must not purport to charge a maintenance charge that arises on or after the time of death of the resident.
 - Penalty: 60 penalty units for a natural person;
120 penalty units for a body corporate."
18. Clause 46, line 25, omit "(3)" and insert "(5)".
19. Clause 48, page 142, line 3, after "village" insert "(as the case requires)".
20. Clause 48, page 142, after line 12 insert—
 - "(2) If a resident of a retirement village dies before delivering up vacant possession of the resident's premises in the village, the proprietor or operator of the village (as the case requires) must not levy a charge for optional services against the resident for any period on or after the time of death of the resident.
 - Penalty: 60 penalty units for a natural person;
120 penalty units for a body corporate."

21. Clause 48, page 142, line 13, omit "(2)" and insert "(3)".
22. Clause 48, page 142, line 15, after "(1)" insert "or (2)".
23. Clause 61, line 14, omit "3 business days" and insert "7 business days".
24. Clause 66, page 208, after line 15 insert—

"(3) On and from the commencement of section 6 of the **Retirement Villages Amendment Act 2024**, any reference in another Act or in regulations made under another Act to a ***residence right***, within the meaning of this Act as in force before that commencement, being a reference in the other Act or regulations that was in force immediately before that commencement, includes a reference to a ***right to occupy premises***, within the meaning of this Act as in force on and from that commencement."
25. Clause 66, page 211, lines 3 to 30, omit all words and expressions on these lines and insert—

"Despite the commencement of section 19 of the **Retirement Villages Amendment Act 2024**—

 - (a) Divisions 2, 3, 5 and 6 of new Part 4 do not apply—
 - (i) to any resident of a retirement village who occupies the village under an applicable resident right; and
 - (ii) in respect of any applicable residence contract; and
 - (b) sections 18, 18A, 18B and 20 to 26 of the old Act continue to apply to any such resident and to any such contract as if, in relation to the resident and contract, any reference (however expressed) to—
 - (i) an owner of a retirement village within the meaning of section 3 of the old Act were a reference to the proprietor of the retirement village occupied by the resident, and a reference to that owner's agent were a reference to that proprietor's agent; and
 - (ii) a manager of a retirement village within the meaning of section 3 of the old Act were a reference to the operator of the retirement village occupied by the resident, and a reference to that manager's agent were a reference to that operator's agent."