



**TE ARA
AHUNGA ORA**
Retirement Commission

Individual Online Submissions

(Please note: this submissions document excludes any submissions without permission to publish)

Contact ID	Q1	Q1.1	Q2	Q2.2	Q3	Q4	Q4.1	Q5
66581751	Yes		Yes	<ul style="list-style-type: none"> • The unfair obligation on many residents to maintain fixtures, fittings and chattels owned by the operator. • The final date for most DMF calculation's is unfairly based on the sale and receipt of full funds from the new incoming resident, rather than the actual date a resident terminates their agreement and hands back the key. This can see a resident pay 00,000's of dollars in additional DMF. <p>There needs to be agreement on terminating DMF once the key is returned to the operator - and arrangement to share interest on remaining equity through the period until the lease changes hands.</p>	Yes			I wish to thank CFFC for a comprehensive and balanced analysis of the existing framework, and wish you well in the process from here.
79156151	Yes		No		Yes	No		
95815101	Yes		No		Yes	Yes	Residents' obligation in some cases to maintain and repair chattels owned by operator. Interim	Any new laws improving conditions for retirement village residents need to be retrospective, otherwise this is very unfair for those already in a village.

							arrangements for guaranteed buyback, and termination of weekly fee when resident leaves the villa.	
61268651	Yes		No		Yes			no
10332301	Yes		Yes	<p>Appointment of Statutory Supervisors.</p> <p>Suggested wording to the Code of Practice or the Act</p> <p>On the expiry of the current contracts between the retirement village owners and the companies undertaking the work of statutory supervisors for retirement villages, this role shall be undertaken by the Public Trust Office throughout New Zealand.</p> <p>Reason:</p>	Yes	Yes		

			<p>The largest company undertaking this work () has proved to be unsatisfactory in carrying out their duties and dealing with responding and reporting to residents . Because they are also a monopoly, by having more than 70% of this business in New Zealand, they would be far more receptive to residents concerns if there was genuine competition., or the Public Trust undertake this role.</p> <p>Evidence of disputes will be provided by the including a similar one in at the same time. However in our village we were confronted in 2017 with the appointee to our village, repeatedly refusing to meet with our elected village committee for two years in spite of regular pleadings to do so, because we were facing over a 27% increase in our</p>				
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			<p>weekly fee.</p> <p>The Act provides that the village owner appoints the Statutory Supervisor, yet residents pay for them through their weekly fees but have absolutely no say who is appointed. That has to change.</p> <p>If residents are displeased with the performance of the individual in carrying out this function, particularly relating to residents complaints, there is no legislative redress.</p> <p>██████ staff appear not to be trained in how to deal with residents committees complaints and certainly not in proper meeting procedures. A our annual meeting in 20128 the employee would not accept a procedural resolution as he did not know what this meant. which caused a subsequent</p>				
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			<p>threat to</p> <p>Accountability to residents is one of the more important functions but [REDACTED] had shown they had failed to account .They have a history of openly siding with village owners when issues are raised with them.</p> <p>Submission cont'd</p> <p>[REDACTED] currently carries out the Statutory Supervisory role for all [REDACTED] and they have offices throughout N Z Funding for them would come from the transfer of the weekly fees now paid to [REDACTED] and</p>				
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			<p>a few other small companies. The cost to the government would be fiscally neutral .</p> <p>One other missing point:</p> <p>Administration Fee.</p> <p>The Retirement Village Owners Association shall pay an administration fee to the Retirement Village Residents Association of New Zealand each year (to be set by Government after discussion with the parties) calculated on the total number of residents living in each retirement village.</p> <p>There is an imbalance of finances between the parties and the RVRANZ needs to be viable to deal with the Owners Association on an equal footing, both about the issues affecting the industry as a</p>				
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				<p>whole, including the legislative role that needs to be undertaken and the differences that emerge between the parties. each year</p> <p>The RVRANZ does not currently have funds to pay more than a nominal stipend for a part time administrator, unlike the RVA who employs a CEO and a staff of four. The Retirement Commissioner estimates that around 61% of retirees rely on National Superannuation alone after 10 years of retirement. Their ability to pay a reasonable fee to the RVRANA is extremely difficult, which hampers the RVRANZ from being able to charge a reasonable membership fee to finance the Association.</p>				
68891401	Yes		No		Yes	No		
66565101	Yes		Yes	Those set out by Consumer N.Z. particularly related to [REDACTED].	Yes			Appreciate the review and discussion points raised by CFFC, this gives residents assurance that their rights and interests are being maintained by an independent

								body. Has also made me read the O. R.A. carefully!!!
83830751	Yes		Yes	In agreements I have seen the licence to occupy does not set out clearly the responsibilities of the village owners	Yes			The white paper on the retirement villages legislative frame work sets out the issues clearly and these show that there is a need for an urgent review.
80063201	Yes		Yes	<p>Maintenance and repair and replacement of chattels (electrical fittings including stoves, hot water cylinder, garage door opener, dishwasher, etc., etc.,) should be the sole responsibility of the owner. A good model is the Tenancy Act.</p> <p>(A good example is summarised on Page 38 of the White Paper: “ We consider these clauses unfair and draconian and would like to see the law changed so that these clauses are not allowed to be included in ORAs. In our village we do not own any of these fixtures or fittings, we do not gain any capital gain when the [unit] is sold with these fittings replaced or repaired</p>	Yes	Yes	After vacating, there should be a finite maximum time the owner can withhold refund of balance of ORA fees. Similarly with termination of monthly fees.	

				<p>already by the outgoing resident. We are</p> <p>worse off than a tenant under the Residential Tenancies Act"</p>				
1016101	Yes		Yes	<p>The complaints facility is practically unworkable: operators have deeper pockets than most of us.</p> <p>Health & Safety issues can not be addressed, there is no govt. dept. taking responsibility for these.</p> <p>There is no clarity about our status: are we tenants or not?</p> <p>We are missing regulations that do exist for proper tenants, like via the Tenancy Act.</p> <p>Operators can easily take advantage of the silent majority situation: older people hate to speak up, create problems during their "golden years". They don't want to be confronted with problems, that should be a thing of the past.</p>	Yes			It's about time that something is going to happen, regulation and clarification of many points is far overdue.
65122251	Yes		No		Yes	Yes	Proper training for Retirement managers training	The government needs to appoint a minister to oversee our sector

976953	Yes		Yes	Villages not complying with regulations. Using fraudulent documents to gain registration to RVA, and no one has the authority to check. Residents being charged to maintain and replace chattels that they don't own under the ORA.	Yes			Complaint process is a complete waste of time. Operators can choose to not engage and nothing can be done, and once again there is no one in authority to direct operators to follow the process. The complaint process has a 6 month life, operators know this and exploit it.
53996151	Yes		No		Yes	No		im in [REDACTED] buy back deduction of 30% for refurbishment after three years plus any damages, is i think way too high [REDACTED] have capped there at 20% after three years.
76648401	Yes		Yes	1. Provision for capital loss to residents should be removed 2. Weekly fee structures should be addressed, with a nation-wide system of fixed fees 3. The current exit provisions are patently unfair and biased towards operators	Yes			The exit provisions of the current system should be addressed immediately - there is no reason to wait for further review or Act of Parliament.
23755051	Yes		No		Yes	No		No
54445951	Yes		No		Yes			There should be a limit of no more than three months for the Operator to pay out a resident, or their estate, when they leave the village

								as there is the potential that an estate could not be settled for many months.
95804151	Yes		No		Yes	No		At some point I would like to see Long Term Maintenance looked into and more certainty around what this encompasses.
2952811	No	More details required for the buy-back procedures, complaints, consumer rights, care & residence, Code of Practice details.	Yes	The Age Limit. Making this higher means the residents are older and sometimes infirm. This means they are unable to take helpful roles.	Yes			I fully support the suggestions made and thank the people who are working on our behalf.
4565251	Yes		No		Yes			I live in a retirement village run by [REDACTED] which is a part of [REDACTED] after complaining about lack of services, both verbally and in writing specifically regarding grounds maintenance, as per my ORA, and getting no action or confirmation of action to be taken I wrote to the village owner and said that I would reduce my monthly payment by a small amount and take care of weeding around my unit myself. This brought an immediate response that If I went ahead I would be in breach of my contract (in other words they have the power to begin an eviction process knowing full well that I

							<p>don't have the financial resources to fight back, a classical example of bullying by the operator (elder abuse). When I discussed this with the owners property manager and said this didn't seem a very [REDACTED] approach he replied that although they were a part of [REDACTED], [REDACTED] although a registered charity was run as a secular business under secular central government regulations. If he is correct then I think there is something wrong and at the very least intending residents should be told that they are moving into a business operation and not a [REDACTED] Charity</p>
15660201	Yes		Yes	Fees going up more than cost of living	Yes		The volume of rules growing year by year some of which are just plain silly
72121351	Yes		Yes	The weekly fee should be set and remain the same throughout occupancy instead of increasing annually.	Yes		Should the percentage rate of the DMF be the same for all operators.?
81278101	Yes		No		Yes		I think that there needs to be openness about the regulations and what people are purchasing. This should be written in plain English so it is easily understood by potential residents and current residents. I believe retirement villages provide

								<p>a safe environment for people.</p> <p>With any changes that may be made with the white paper recommendations has consideration gone into how it affects current residents- for instance if residents get a proportion of capital gains for the property in the future will current residents also be able to get this or will it be for new residents entering only?</p>
67015601	No	Based on bias towards Owners/Management rather than as Act says to recognise the Users	Yes	Sorry, but current health limits my ability to currently go into detail here.	Yes	Yes	Sorry, but current health limits my ability to currently go into detail here.	Those of us that have been steamrolled into accepting a settlement fee that no court would describe as true and fair and unable to afford the cost of fighting the financial resources of Owners.
60264901	Yes		Yes	My wife was in care in the hospital area of a large retirement village in Christchurch for over 3 years due to lewy body dementia. We paid for this care for 3 years until our cash assets were reduced to the amount whereby we were eligible for the financial subsidy and the government (Health Dept?) started to pay for most of my wife's care. I say most of her care because there was a small	Yes	No		I believe that the rate of government subsidy level annual increase needs to be reviewed. The current cash asset level of \$126,000 is quite low. My wife was ■ years old when she passed away and I am now almost ■ and receive only the single superannuation payment although I thankfully own the house mortgage free but live in a high rate area and maintenance costs keep increasing. There will come a time if or when I do have to move into care, do I sell the house and end up

			<p>amount we had to pay for her hospital room (~\$40 monthly) and yet at the same time I received about the same amount as an allowance for transport costs to visit her. This seems to very complicated accounting! The worst issue is that her room had an ensuite which is called a "premium room" by thye industry and which is not covered and cost us over \$900 / month. My wife was totally immobile and required total care ie feeding, toileting and showering, the latter 2 catered for while she was in a hoist. The use of an external outside the room facility would have been almost impossible both for my wife's dignity and the care staff. I believe that consideration of the patient's needs should be taken into account when charging for an ensuite. There is a lack of transparency for the monthly fee. The invoice covers a total for room, meals, nursing and care staff but the ensuite charge was shown separately. We received a letter once a year stating what the fee would</p>			<p>paying for all my care, rent it out and that will increase my income or just let family live in it?</p>
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			<p>be for the next year as agreed between the industry and the health dept. without any breakdown. A hospital care room is like renting a room and should be broken out so that we knew what the rent for the room plus ensuite price is. There should be a breakdown of staff hours for care, cost of meals especially since the kitchen was operated by an outside contractor who catered for hospital residents and operated an onsite private cafe. Pharmaceuticals were mostly covered within the basic invoice other than those not covered by Pharmac. The in-house GP costs were covered but other external care providers such as the podiatrist and ear health professional were charged for. I think it is the lack of transparency and what we were being charged for and how much was concerning. This is especially so when considering that we paid about \$220,000 over the 3 years. My wife passed away 3 months after we started to</p>				
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				receive the government subsidy.				
88244501	Yes		No		Yes	No		
91441451	Yes		No		Yes			I agree wholeheartedly with the assessment and options and look forward to them being implemented.
63586451	Yes		No		Yes			<p>A little over two years ago my husband and I purchased a licence to occupy, in a privately owned retirement village in [REDACTED]. While we have found much that pleases us, disturbingly there is also much that doesn't please. One thinks one has asked all the questions that should be asked prior to taking the step of effectively committing the rest of our lives to this living arrangement, but no, we really didn't know the half of it.</p> <p>The white paper, pages 13 & 14, Part 3: Regulation-Roles and Responsibilities were, for me, a revelation, leading to my initial comment, "what a nightmare; what a wonderful opportunity for operators to play hard and fast with the rules!"</p>

							<p>The fact that older people can be easily, and frequently unknowingly, taken advantage off, is widely recognised and although it's a sad reality, owners and operators of retirement villages are not immune from this type of despicable behaviour.</p> <p>We must advocate to government, in the strongest possible terms, the need for a major review of current law, leading to legislation that provides real protection for those buying into a retirement village and most importantly establishing a single person or entity with overall responsibility for this growing sector.</p> <p>Page 16, Part Four: Complaints and Disputes – my initial comment is, “what a tortuous, convoluted process, designed to look intimidating and put people off before they have even reached the first hurdle.” Quite obviously cost,</p>
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							<p>to both parties, is a very significant influencing factor. This led me to think, “shouldn’t there be a fairer way to fund this process.”</p> <p>To this end, I have a suggestion to make:</p> <p>The person or entity with overall responsibility for the sector is charged with establishing an independent fund, independently managed, which makes funds available to both operators and residents to progress through this process.</p> <p>Such a fund would be contributed to by way of a levies, of equal value, by both operators and residents.</p> <p>The cost to residents, as a monthly levy is collected as part of the service fee, would be relatively negligible.</p>
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							<p>The cost to operators, quarterly, may be a little more noticeable, but in the context of profit margins, would not be that significant. It must be done in such a way that the operators portion is funded from profits, not something they can then load back onto weekly fees.</p> <p>Both parties could apply for funds, a maximum, but reasonable amount being established. If either party chooses to go “over the top” with their legal representation, that is their choice and their cost.</p> <p>I think I speak for virtually every person I have got to know in the time I have been here when I say, we came here to retire and have an easier life after 40-50 years, some of us spending that time, in a variety of settings, dealing with issues that need resolving! We thought we had left that behind by opting for this form of retirement living.</p>
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							There are numerous other points raised in the white paper, probably too numerous to include here, but worthy of consideration. I felt these two matters to be of overarching importance.
63658901	Yes		Yes	The role of Statutory Supervisor be independent from Operator pressure. The Deed of Supervision for the village I am in gives the Operator the right to terminate the SS without reason. I realise Section 39 of the RV Act 2003 requires the Registrar's consent but it is still a dark cloud over the SS. The residents' COLLECTIVE consent should be part of the process.	Yes		no
37655390	Yes		No		Yes	No	I am pleased that this paper has been presented for discussion. Many thanks to all who worked so hard for our benefit.
90864651	Yes		Yes	Retirement village companies must be made accountable to provide parking for staff.	Yes	Yes	No all is disclosed when buying from a plan as I found out after Villa was built. Having recently taken [REDACTED] Group to mediation regarding the above, I now feel somewhat vindicated. I did not win my case as

				Residents living in areas prior to a build should not be hassled day and night by staff cars parking in front of their properties. Many sell their forever homes because of this.			More clarity by way of external measurements such as driveways etc should be visible on plans. At present with [REDACTED] one buys pf a piece of plan with miute details.	they stuck to the 3 months to put in a complaint which although done, manager at the time must have popped it in the too hard basket. [REDACTED] have installed a dishwasher, draws in my kitchen and put a new clothes line where it will see many hour of sun. I am happy with the result, and happy to live in this village.
575851	Yes		No		Yes			<p>I feel that there is a strong case to be made for sharing the profit on the resale of a unit in a village between the operator and the departing resident (or their heirs). The proportion could perhaps be two-thirds to the operator and one third to the resident; fifty-fifty seems too much to hope for, and the operator has the costs of refurbishing the unit.</p> <p>Since the Act was established in 2003, real estate has risen tremendously in price, and whereas originally the resale profits may have been \$50,000 to \$100,000, today the original price paid may have doubled or even trebled in the time the resident has been there, giving an enormous financial gain to</p>

								the operator. This is not always needed for further development of the village, as many are now fully complete and cannot be expanded.
1760383	Yes		No		Yes	No		A major concern is the financial implications of residents care needs changing.
43966201	No	It is too narrow.	Yes	Free Advocacy. When Management stops caring or listening, lawyers, mediation and dispute orders are the only avenues. Much time and money, is wasted between those avenues when a simple conversation is all that's needed. Residents and their families are afraid to speak out. I've been threatened by the 'nuisance' and 'respect staff' clauses repeatedly.	Yes	Yes	If we spend monies upgrading our units a common ground or compromise should be reached so both parties benefit, I.e. perhaps an advance from the estate, so money isn't spent from Resident's cash reserves. After all when the unit is sound management reaps more financial gains.	Yes, the Code must become totally transparent and out into Policy. Sanctions put in place if management abuse their power. Who watches over the Statutory Supervisors?
83411601	Yes		No	The provisions post a Damage Event are heavily in favour of the Operator and could leave the residents without a home or the resources to move.	Yes	No		The lack of the of the resident's ability to enjoy some of the capital gain is mischievous and many of the terms within the ORA are unfair on in many cases silent on definition
66886551	Yes		No		Yes	No		I was warned when I moved into my retirement village that it was NOT an investment. Basically I am happy with my situation, as I came in on age limit of (75). However

							<p>the average ages are now late 80's and early 90's, which makes for a very elderly community, most of whom wouldn't understand how to answer or reply to your paper BUT I consider it essential that changes are made for others following us.</p> <p>Keep up the good work it will hopefully help stop the Villages being greedy, therefore making it easier for those currently making the decisions to move, with sensible information available.</p>
95822301	Yes		No		Yes	No	<p>The paper and recommendations are very good, but I do not agree with with this element of your recommendations: "Consideration could be given to restricting any any changes to larger, for profit operators." This would place many villages (some of which have the worst record of mistreating residents' and their estates' interests) at ongoing risk.</p> <p>Please reconsider this qualification.</p> <div></div> <div></div>

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90350351	Yes		Yes		Yes			no.
90841351	Yes		No		Yes	Yes	No capital gain sharing with the resident	It should be compulsory that the care centers i.e. rest home and dementia care have a selection of standard rooms available not just superior rooms that you have to pay extra for. If one spouse has to go into the care centre how does the remaining spouse survive if they have to pay \$50 per day as well as support themselves??
71355951	Yes		No		Yes			Yes ,And that is to say a review is long overdue for a shake up
69006701	Yes		No		Yes			
74592001	Yes		Yes	There is no consideration of what might be the outcome of a capital loss - the housing market has not always been buoyant in my lifetime. I think this needs to be discussed as well.	Yes	Yes	See my comment under Q 2	I would hope that any review actually leads to action by government
95812301	No	Residents have not been canvassed at all - the 2003 Act and ORA's were written to protect Owners/Companies -	Yes	Timeframe for payment of capital once the Villa has been vacates - say 6months ORA"s are out of date.	Yes			On exiting a Villa 3 months is plenty of time for updating a villa after that the Villa should be marketed immediately. Sale of Villas - Land agents could be

		very little protection evident for residents and issues and many concerns have since arisen over the last two decades.		Village residents are not represented separately by a Government minister and the retirement commissioner appears to cover retired people as one large group. This is not fair coverage.				<p>used together with Management .</p> <p>payment of capital should be made after a 6month period as owners are benefiting financially - residents are not -this is a huge issue.....</p> <p>Internal Maintenance and replacement internal chattels should be on a shared cost basis.</p> <p>Monthly payments should at 1/2 fees for 6th months the cease - retention of 25-30 of capital is enough capital to hold definitely not the full amount.</p>
1747040	No		Yes		Yes	Yes		I fully support this review.
94232801	Yes		No		Yes			Such a grey area - who is responsible for the window catches for example? I was told as they were on the inside of the room, they were mine, even though they were reported within three months of moving in, along with other items such as new rollers on the ranch slider and this was repaired by the village management at no cost to me. I could argue that these too are part of the inside! So I have just chosen to have wobbly window

								catches. This greyness seriously needs looking at urgently. I can't insure anything that I can't pack up and take with me if I move, so I argue it is not my responsibility and I should feel secure and safe in my place, not worry about loose windows!
86169951	Yes		No		Yes	No		I have surveyed our village on these white paper matters and have obtained 48 signatures of our residents, who all are in agreeance that the white paper and its content should be ratified and presented for change. [REDACTED]
73528801	Yes		No		Yes	No		The Act is manifestly weighted towards the interests (profits) of owners in what is a growth industry with a captive market possessing few options. In particular the failure to share capital gain with residents or their estates must be definitively addressed
55059151	Yes		No		Yes	No		Single people having to pay the same weekly fee as couples. Singles use less of the facilities supplied/ offered than couples. Some reduction should be allowed.
71473101	Yes		No		Yes	Yes	I hope that following a review of the Code of Practice[with Ora	

							provisions,] more issues will become apparent and publicized.	
55037651	Yes		No		Yes			
1761421	Yes		No		Yes			
42233107	Yes		Yes	The fees models are not discussed or recommended for change. It is particularly unfair that some villages have a variable fee model which leaves residents financially vulnerable as they never know how much or when their fees are going to rise. All residents should have the same fixed fee model which gives security - one of the purposes of the Act.	Yes			<p>1. Exit provisions in the Act need to be addressed and changed in the very short term, not left until the Act is reviewed. All residents in NZ should have a share of the capital gain of their units and should receive the capital that is owing to them immediately they hand over the keys - similar to tenants receiving their bond back.</p> <p>2. On page 32 is a statement that RVA has been asked to review the draft revised Code. RVA does not represent residents and is the organisation largely responsible for the Code we currently have that gives residents very little protection at all. Please consider giving residents equal opportunity to work on any draft through the RVRANZ.</p> <p>3. It is disappointing that you only allow internet submissions since this cuts out a large proportion of</p>

								the people who are affected by this paper. I note that there is a suggestion that new documentation would be available online. Please consider ensuring all residents receive a paper version as well.
5226451	Yes		No		Yes	No		
85590151	Yes		No		Yes	No		
1073551	Yes		No	The consistency of weekly fee increases - some operators apply a weekly fee for life while others apply an annual increase. If some can do it surely their 'model' could be mandated across the board? Increases can cause extra stress to residents - both in understanding and financially whereas knowledge that the fee remains the same would bring peace of mind. Some operators post massive annual profits!	Yes			Such a review is long overdue! My husband has recently gone into care and I remain in a unit but are worried about the ongoing weekly fee when the time comes for me to move.
54623201	Yes		No		Yes	No		There are a lot of retirement villages in NZ and the number is increasing yearly. There are obviously a few "bad" village owners. I feel they should be named so the public are aware of them

1001901	Yes		No		Yes			
88466401	Yes		No		Yes	No		
1738429	Yes		No		Yes			
85500351	Yes		No		Yes			<p>Concern that the different operator modes all fall within the existing laws which are obviously very vague.</p> <p>At the time of signing the ORA the term "fair wear and tear " was realistic but then the operator charging for refurbishment is well outside this term. Also at time of entry and to this day we have been advised often by the operator that there is a large waiting list of people wanting in to the village,so why the delay in getting new residents to sign an ORA and thus allow settlement to the vacating resident.</p>
62076955	Yes		No		Yes	Yes	Our retirement village, does not have enough groundsmen I fulltime one part time to do all the huge areas, planted with shrubs etc we have asked, but nothing has	Our existing units are divided into 3 separate areas, 34 near town,26units nearer home,25 more really close to home. This makes get togethers harder for those who do not drive.More units being built near home, but they are not maintaining older ones very well.

							changed for year. I suspect that our maintenance fee will rise if they do get more help.	
65121101	Yes		Yes	There is huge inconsistencies in our Village with regards to who pays for what with Repairs and Maintenance and especially replacements. It is not what you know it is who you know!!! Also it has always concerned us that we pay for the rates on our house yet we don't own anything.	Yes	Yes	Refer comments above	It is high time that a total review must take place because the rental public have many more protections than the people in retirement villages. A very sad state of affairs.
95784451	Yes		No		Yes	Yes	Residents have no say about the fixed service charges but management service can be quite slack as they divert workers to other projects.	
48418651	Yes		No		Yes			The matter of when the funds invested by the resident become repayable after the residence is vacated is weighted too much in the favour of the village owners and should be payable not longer than three months. Fees should cease on the return of the keys. After all the village owners do profit from any increase in value.

42233403	Yes		No		Yes	No		No
42233408	Yes		Yes	Prior to moving into our Retirement Village in 2014 we signed Contracts with the Operator and I believe clearly understood what we were signing for, that included a clear statement from the Operator that we would not be subject to Capital Gain or Loss on our termination of our ORA	Yes			
1746389	No	My response here is not definitive, rather instinctive. For whanau Maori who are not mentioned in any substantive way at all in this paper (very aptly named the White Paper!) it is difficult to assess whether not 'the issues' actually traversed are indeed all the issues which may be pertinent to Maori given so few are able to access quality residential retirement care anyway.	Yes	See response to question 1.	Yes			As a whanau who have recently experienced both the privilege and the challenge of caring for a beloved elderly parent we found the retirement home exploratory journey almost as traumatic as navigating the DHB senior home care provisions! There is most definitely a need for issues equity, cultural sensitivity, tikanga Maori to be incorporated into any future draft.

58569901	Yes		No		Yes			RVRANZ are doing a good fair job at supporting retirement village residents. All govt. depts should listen to what they say. We know that villages are a business but all we want is a level playing field. The issues are many as cffc have stated.
84688351	Yes		No		Yes			The exit conditions for the Occupational Right Agreement are harsh penalties for older and vulnerable citizens. Retirement Villages should not be allowed to keep all capital gains at exit.
68759501	Yes		No		Yes			
62268001	Yes		No		Yes			The guaranteed timeframe for buyback and the restriction of charging the weekly fee on vacating the unit is necessary. The pro-rata allocation of capital gains would make retirement village attractive as this is often the stumbling block for people to buy into a village. Overall we are very happy with life in a retirement village and are very happy with our decision to make the change. It will be necessary to make provision to apply any changes in legislation to existing contracts.
83424801	Yes		No		Yes			It is important that any changes are fair to both parties and are

								communicated in language that is easy to understand
95807851	Yes		No		Yes			
45483351	Yes		No		Yes	No		
85568251	Yes		No		Yes	No		<p>An excellent White Paper well done !!.</p> <p>An Excellent White Paper . Well Done , must have taken a lot of work . Totally agree that they need to resolve the issues around the sale of a unit re the time frame and the charging of weekly fees to be fair to the person having to sell and totally agree they need to resolve the situation re needing to move to a care unit again to be fair to the resident..</p> <p>Will your White paper be taken seriously and actually acted on</p>
17454051	Yes		No		Yes			<p>More emphasis could be placed on the transition from independent living to ongoing care, as many residents are confused by the difficulty of accessing ongoing care (ie, the procedures, who makes the decision, the involvement of DHBs etc). Most villages which provide care facilities use this as a marketing tool, but do not explain</p>

								the process of transitioning from independent to care facilities, especially where one partner only needs to move into care, neither do they explain the role of DHBs at this stage. It is an unknown quantity until a resident's circumstances change and by then is often under stress and less capable of making good decisions.
42233453	Yes		No		Yes	No	I would like to see a table of comparisons of the many minor charges made by RVs e.g. for housekeeper hours, changing dressings, showering, dressing, a glass of wine, a stubbie of beer, frequency of Happy Hour, medical call-outs to independent residents, meals, casual meals...	ADDITIONAL COMMENT 24/1/21 I have been in a townhouse for five years. In that time my \$465,000 house has appreciated in value \$75,000 and the Operator has gained 20% of what I paid for it. This is a gain of \$ 168,00 to the Operator. OK, that was the deal. My point is: with such a huge gain from Residents, surely the Operator could afford to give some of the capital gain back to each resident!
39023801	Yes		Yes		Yes	Yes		
60886351	Yes		Yes	Clarity on the charging out of apartment electricity charges. Presently typed on hard copy A4 paper. We need to receive	Yes	Yes	Absolute clarity on what maintenance is carried out by the Retirement Village	

				<p>an Electricity Providers original genuine account referring to the actual apartment with supporting documentation.</p> <p>Similarly the same applies to Councils' rates.. .</p>			<p>and what is expected to be done by the apartment occupier.</p> <p>Clarity on the persons Real Estate credentials who sells the unit to a new prospective occupier. Should this person be a member of the Real Estate Institute. In one case I heard that a LIM report was requested and the answer was that this is not required.</p>	
54446801	Yes		No		Yes			The Disclosure Statement, while a legal requirement, is not legally binding. So operators can advertise as they like without any requirement to carry out what they promised residents. If the Act was stronger then there would not be the ability for Operators to make broad statements, and residents would not buy in to a Village that does not meet their needs. An example of this is the Disclosure

							<p>Statement we were given which states that a Care Facility is likely to commence in 2017, many of the current residents believed this statement which would have had to have been completed if the Disclosure Statement was legally binding. The Act is too biased towards the Operators without enough consideration given to the residents, who should have an equal say into the appropriateness of the wording in the Act. RVRANZ would fit into this role.</p> <p>Regarding the Complaints Policies / framework - these are also biased towards the Operators, so rather than having a safe living environment, residents are reluctant to complain as they can get tied up with ineffective decision making and Management who are unwilling to take on board the legitimate complaints.</p> <p>Resale and Buyback: all Operators should have to buy back within a timeframe as residents have signed a ORA which stops once they depart, therefore Operators need to take responsibility for the unit regardless whether it is a family</p>
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								<p>owned, private or larger village. If the business model of smaller villages cannot sustain this then it is a poor business model. The Act should ensure that there is financial oversight prior to the establishment of the Village. Statutory Supervisors do not ensure this will happen. Residents should not be penalised for going into a smaller village.</p> <p>The same argument is valid for the weekly fees. Once the unit has been vacated fees should stop as the residents ORA has stopped. This would also solve the issue of the delay in resale, as it would be in the Operators best interest to get new residents in quickly.</p> <p>If residents move into a Care facility then they should not be liable for maintaining the unit they have left, this is double dipping and exploits residents.</p> <p>I agree with CFFC's option of a Policy Framework review and do hope that residents have a voice in the review, not just the Operators. To date the RV Act 2003 does not meet it's main purposes of protecting the interests of residents</p>
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								and intending residents. And, certainly does not have a simple legal framework that is easy to understand.
63801151	Yes		No		Yes	No		
95820101	Yes		No		Yes			
89784751	Yes		No		Yes			<p>I presently have an unresolved complaint with [REDACTED] Retirement Village Management.</p> <p>My complaint has three parts. PART ONE: I objected to the proposed introduction of a fifth Covid-19 Alert Level. The meeting for this was an interruption to our monday morning tea session, some discussion, a show of hands taken as a consent to implement the fifth level. This was not implemented but the meeting should have been a special general meeting to get our collective consent, as laid out in the Code Of Practice clauses 26(1), (2ab), (3ab), and (4). In the RV ACT clause 27(2a) then allows the special general meeting to be called. But then the RV ACT clause 27 (2B)) does not allow the outcomes of that meeting to be implemented if they are less favourable than our existing ORA</p>

							<p>and any other legal documentation. Also this was not a correctly convened meeting and not allowed under clause 42 (1a) of my ORA.</p> <p>PART TWO. Objecting to the placing of "NO VISITING" signs on our access road. The meeting to get our collective consent for this was the same as Part One above, this action was implemented. Covid-19 Alert Levels allowed essential visitors at all four levels so why did we have this severe restriction when the Covid Law allowed us visitors. PART THREE. Objecting to a show of hands at informal meetings where my ORA and my rights under the RV ACT are changed forcing us to accept lesser favourable conditions than already in our ORA and other legal documents. Clause 27(2B) does not allow this. The meeting to get our collective consent was the same as in part one above. This action was implemented. No minutes or records of these three meetings were taken and none were given to residents within the required 30 days.</p> <p>There was no urgency for these actions as Covid -19 Alert Levels had already been implemented.</p>
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							<p>The Statutory Supervisor accepts the outcomes of these meetings claiming clause 43.3 of the village ORA. But this meeting was incorrectly convened so does not comply with clause 43.3 and when this clause is read in context it only relates to "Matters relating to the village", and not as detailed in clause 26 for collective consent with regard to our ORA and other legal documents. The Village ORA clause 42.0-1-2-3-4-5 requires a special general meeting of residents where our collective consent is required and this is also detailed in the RV ACT. The RV ACT does not state that any urgency is an excuse for not complying with the TV ACT or its CODE of compliance.</p> <p>I question the right of the Statutory Supervisor and [REDACTED] Management to have the legal authority to alter my ORA and other legal documents, and the other eighty residents documents, as indicated in the three parts of my complaint.</p>
42233202	Yes		Yes		Yes	Yes	<p>The Law Society needs to be engaged to better educate lawyers to assist potential new residents</p>

							<p>with the legal assessment of the Right to Occupy Agreements. We feel that some lawyers, particularly in [REDACTED] do not spend enough time explaining the financial implication of the agreement to clients before they sign the agreement.</p> <p>Secondly, we believe that the pay out by the owner to the resident (or the estate) when resident vacates, should be capped at 8 weeks. The resident not have and have wait until that unit is on sold before getting their payout.</p>
42233203	Yes		No		Yes		<p>Page 27 of the White Paper: There is no entity that is empowered...to look after residents' welfares. The RVRANZ should be included in the Act, then. I assume the emphasis is on 'empowered'.</p> <p>The Disclosure document should be simplified and 'dead wood' removed. It should be written in understandable English.</p> <p>There should (or should not) be RVs dedicated to ethnic groups. Would they be difficult to operate in New</p>

								Zealand?
								Page 29. The two assumptions operators rely on might 'just turn around and bite them'. They rely on an inflationary economy - and that may not last forever.
1755363	Yes		No		Yes			
505851	Yes		No		Yes	No		My interest in this has been triggered by my mother-in-law's recent move into a village. I helped her with the paperwork and legal aspects. It seems that the Village Operators Association and individual operators feel that residents should have no grounds for concern/complaint about things like the DMF and ongoing fees after termination because they are required to get legal advice, so these are not a surprise. However, this is a situation where knowledge doesn't confer power, but rather a realisation of powerlessness. The current operating model does come across as somewhat greedy. My mother-in-law's occupation agreement includes a "site payment fee" which is described as to "supplement the general funds of the Operator". This is not included in the termination calculation - her

								lawyer described it as essentially a donation to the operator. In a "take it or leave it" situation, the new resident has no option but to accept this. I would like to see some clarification of whether operators can add on fees like this. It's important to remember that not all retirees have investments or cash to hand. I am thinking of a future scenario (quite possible in my mother-in-law's case) where a person may need to go into rest home care due to poor health. The value of their licence to occupy is an asset that is highly likely to be above the threshold for the residential care subsidy. Because this asset may not be realised for some months, if the person has limited cash reserves, a financial deficit could quickly develop as the person is required to pay both the cost of their care as well as the weekly fees for the unit they are no longer occupying. In this situation is the person's family expected to cover all these costs? This surely could be challenging for many, as I know it would be for our family. The requirement to pay for unit costs that are not actually being incurred by the ex-resident seems
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								particularly unfair and I wonder whether the option of an immediate drop to 50% for three months and for it to cease then could be offered as an option to consider. I also think it is important for residents to have the same rights, and for the same requirements to apply, regardless of whether the operator is for profit or "not for profit".
42233208	Yes		No		Yes	No		We have only been a "resident" for 9 months and are still feeling our way around. Things are ok.
91723401	Yes		No		Yes			I consider that the monthly fees charged by the Operators should cease as soon as the accommodation has been satisfactorily vacated. There is no case for supporting the continuation of the charges in the absence of the resident.
101968401	Yes		No		Yes	No		
101961751	Yes		No		Yes			
95843251	Yes		No		Yes	No		
97548251	No	It omits the fact that the most significant stakeholder are Residents who have supplied virtually all	Yes		No	Yes	See answer to Q5	Submissions for CFFC white paper Assessment & options for Change

		<p>of the funding by way of their entry payment and the Developers/Operators have supplies venture capital to build most of which they have withdrawn and profits retained from developments and DMF held for working capital.</p>						<p>Introduction</p> <p>The ownership legislation & model for Retirement Villages unique in British Law</p> <p>The Retirement Villages Act 2003 is a cross between a Commercial lease with OPEX ,a Residential Life Tenancy Agreement , and a Residential Tenants Agreement but poses as a Sale and Purchase of an Interest in Real Estate Agreement achieving a complex Tenancy Agreement generally called an Occupational Rights Agreement [ORA] which avoids many landlord responsibilities [RTA] and providing owners with interest free capital from the tenants while, prohibiting any improvements to the property but charging weekly fees to cover outgoings similar to OPEX in a Commercial lease . Statutory cost imposed on the Operators to ensure their financial viability & honesty and to monitor this by independent Statutory Managers.</p> <p>RVA2003 Section 3 Purpose states</p> <p>The purpose of this Act is—</p>
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								<p>(a) to protect the interests of residents and intending residents of retirement villages:</p> <p>(b) to enable the development of retirement villages under a legal framework readily understandable by residents, intending residents, and operators:</p> <p>(c) for the purposes in paragraphs (a) and (b),—</p> <p>(i) to promote understanding of the financial and occupancy interests of residents and intending residents of retirement villages:</p> <p>(ii) to provide an industry-focused regulatory and monitoring regime for retirement villages in which compliance costs are minimised:</p> <p>(iii) to provide external oversight of the conditions of entry into, and the continuing operations of, retirement villages:</p> <p>(iv) to introduce requirements and procedures necessary to give effect to the regulatory and monitoring regime referred to in subparagraph</p>
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								<p>(ii):</p> <p>(v) to provide an environment of security and protection of rights for residents of retirement villages:</p> <p>(vi) to confer on the Registrar of Retirement Villages and the Retirement Commissioner powers, functions, and duties relating to this Act.</p> <p>Bolding & Italics mine and I question the success of these purposes in the current environment</p> <p>The Operator charges by way of Weekly Fees numerous legitimate costs to residents however expenses such as Statutory Manager, Auditor, Accountants & lawyers, Property valuations , Village Quality audit [RVA's internal audit], RVA subscriptions I suggest are Operators costs imposed because of their choice business model which would not have occurred in other development models.</p>
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							<p>Some operators have coercing Residents to replace a faulty capital assets through weekly fees rather than expense them to DMFs or to Capitalise them.</p> <p>Ownership Model</p> <p>1. Ownership of land and buildings remains with the developer/operators{ interchangeable depending on phase of village</p> <p>2. The village is funded by developers' venture capital initially which is recovered by sale of ORAs so that once the Village is completely developed the Residents have paid the total cost of the Village creating a Developers profit. Residents [tenants] have become the majority stake holder through Entry Payments and the Developer only retains funds for working capital and for future developments either onsite or at other sites. Essentially the Residents [tenants] have when the village is fully developed provide the total capital with the Operator</p>
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							<p>only holding sufficient funds for Working Capital</p> <p>3. ORAs include a DMF which include a provision for Operators to upon termination of the ORA that they return to ex-Residents the original OCA price less DMF of 70-80% without interest after they have vacated the unit.</p> <p>4. For example an ORA purchased in 2015 with a 70% DMF for \$365,000 which theoretically terminated in 2021 would result in a payback of \$255,500 after the DMF of \$109,500 is deducted. The Return of ex resident's deposit [is it a tenancy bond?] does not get paid until the Operator has on sold the unit and received settlement rarely less than 3 months after termination and occasionally more than a year afterwards. In this example the operator needs to spend \$40,000 on a significant refurbishment [modernise from 2003 to current best practice] and would sell for say \$465,000 a gross profit of \$209500 less refurbishment of approx. \$40,000 a gross profit 169,500 from which holding interest at 6%pa [3 mths]</p>
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							<p>on \$295500 [$\\$255500 + \\$40000$]= \$4432 and sales commission 1% [$\\$4650$] a tidy profit accruing to the Operators of \$160418 or \$32000 approx. over 5 years [this is an estimation on a real unit in a RVA Village] . There is good profits on resale of units from a zero cash investment base</p> <p>5. Upon a unit becoming vacant Operators assess the units condition and the costs to return it to as original or modernise to a marketable condition. That process can take several months and add s to the sale time line unfairly depriving the ex-tenants of their funds which Operators have had use of interest free for the life of the ORA this is grossly inequitable.</p> <p>6. Clause 5 is particularly problematical to a tenant moving from independent living into a serviced apartment or rest-home or higher care. They have the weekly fee commitments which continue to be charged and need to fund their new level of care. This can include a new ORA plus weekly ongoing costs</p>
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							<p>or room rental plus keep and care costs often exceeding \$1500 a week.</p> <p>7. Weekly Fees are designed to recover the costs of providing services to residents</p> <p>a. Lawn mowing and gardening</p> <p>b. Rubbish collection</p> <p>c. Communal supplies tea coffee papers TV in lounge sundries etc.</p> <p>d. Village night security</p> <p>e. St John Alarms/emergency response</p> <p>f. Staff cost for resident focussed services</p> <p>g. Running costs of Courtesy van/mini bus</p> <p>h. Electricity to community areas including street lights</p> <p>i. Small regular maintenance including preventive</p> <p>j. Consumables to recreational</p>
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							<p>areas Bowling Green, Pool, walking tracks etc.</p> <p>k. General small expenses</p> <p>l. Water if not metered to units</p> <p>m. Rates there needs to be official guidelines on what can be claimed</p> <p>n. Insurances Operator requires Full replacement but is indemnity fairer for Residents</p> <p>8. Weekly fees should not include any of the Operators Core business costs imposed by Statute including:-</p> <p>a. Regulatory Costs imposed by statute including</p> <p>b. Statuary manager imposed by Retirement Villages Act</p> <p>c. Auditor imposed by Companies Act 1986 & Financial Resources Act</p> <p>d. Building Certificate of Fitness Local Council & Building Legislation</p> <p>e. Accounting fees Operators obligations under Income Tax Act</p>
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								<p>f. Annual valuation presumably an accounting requirement</p> <p>g. Village Quantity audit & RVA subs –part of Operators discretionary spending</p> <p>h. Bank fees –operator control accounts</p> <p>9. When a ORA is terminated the weekly fees should also cease as the ex- Tenant is no longer able to consume the service the Weekly fees are designed to collect and the cost should revert to the Operator until he/she can sell a replacement ORC. When the new tenant will take over the weekly costs.</p> <p>10. The current business model suggests that Retirement Villages regularly operation in a technically insolvent situation. They are unable to pay ORA advance loans on termination and continue charging weekly fees to tenants who have terminated their ORA including the dead. Most terminations of ORAs are thorough death of the last Surviving spouse</p>
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							<p>followed by tenants [Residents] who have given due notice to transfer to higher levels of care , occasionally at the Operators instigation.</p> <p>a. Australian Banks & Insurance Companies were recently heavily fined as a result of prosecutions in respect of charges debited to deceased persons. The penalties paid ran into many hundreds of million dollars.</p> <p>11. THE SOLUTION IS LOGICAL AND AFFORDABLE.</p> <p>a. ORAs specify a DMF [Village Contribution]. Prior to the RVA2003 exiting Tenants were often required to pay to Deferred Maintaince [DFM] on units but were entitled to a proportion of Capital gain.</p> <p>b. THE 2003 Act required Operators to fund this but the DMF was increases from 20% to 30% Maximum. This infers that Residents have prepaid for any deferred maintaince during their occupancy. That then creates a prepayment of the Deferred maintaince of units and that</p>
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								<p>amount 10% of the entry payment should be credited to a Provision for termination costs and the Residents funds paid in the entry fee be transferred to The Statutory Manager to invest to provide funds to fund Exit payments to exiting Residents or their beneficiaries.</p> <p>c. 10% of all ORAs be deposited in a separate secured bank account in the name of the Village [operator] under the secured trust of the Statutory Manager who would be able to release under a debenture type security -</p> <p>d. This account can be used to meet the exit payment due to exiting Residents [or their beneficiaries] and can be paid within seven[7] days after cleanly vacating the premises upon termination failure to do so should then be either subject to a 5% penalty or interest of 1% per month or part thereof.</p> <p>e. The 10% mentioned in cl. 9a is the top third of the DMF which was agreed to be available to Operators for maintaince costs between tenancies. Inter tenancy refurbishments can vary from</p>
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							<p>simple paint refresh new flooring caused by the previous tenant's wear and tear to a significant [Capital Improvement] modernisation and improvement in the unit's value.</p> <p>f. There is a considerable difference in an internal refresh and a total refurbishment which need to occur about every 10 to 20 years. The standards of homes in the community have improved and older villages need to improve their stock to maintain their standards to attract new Tenants.</p> <p>g. This Refurbish/modernisation is CAPITAL expenditure and should not be a charge to existing Residents [tenants]. When refurbishments occur the Operator reverts to being a developer and the question of occupancy of the unit functionally reverts to the Developer who must then bear all the costs associated with the units as they will accrue the profits when the business cycle resumes.</p> <p>h. The calculation in cl. 4 is for a smallish 2 bedroom villa the village is fully developed and mature. All</p>
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							<p>Residents are happy living in the village they enjoy the lifestyle and I have only detected 2 of 212 who would prefer to be living in suburbia Residents can be trapped if their circumstances change and their living arrangements need to be varied possibly for family reasons. This becomes quite stressing to these people who by definition are elderly and often fragile and usually not prone to fight for their rights from a dominant manager looking to achieve their profit budget.</p> <p>12. Summary</p> <p>a. A rewrite of the Retirement Village Act 2003 and the Regulations associated with that act and an upgrade of the Code of Practice is warranted to correct the balance of equity between Residents [the principle stakeholder] and the Operators/ Developers.</p> <p>b. The business model requires that a portion of the DMF [1/3rd] be deposited in a separate secured bank account in the name of the</p>
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								<p>Village [operator] under the secured trust of the Statutory Manager who would be able to release under a registered floating debenture over the assets of the Operator but specifically over the portion of the DMF-supposedly to cover refreshment of units</p> <p>c. Tighten clauses that allow Operators to charge residents for outgoing so that they only relate to cost that they would normally pay as property owners. Expenses such as Power, water and sewerage , Security, St John's Alarms [or similar], gardening & lawn mowing, cleaning exteriors and windows, fair cost of shared community facilities, repair of Appliances etc. supplied with the unit, Define what insurance premiums and portion of rate residents should pay need to be better defined.</p> <p>d. Standardise Occupation Rights Agreements de legalise them similar to modern day Tenancy Agreements balancing the rights of Tenants v Landlords and simplify dispute processes either by establishing a tribunal similar to tenancy Tribunal or empower a</p>
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								<p>Disputes process where-by operators ie RVA and Resident's Association RVRA NZ nominees can adjudicate a mutual solution that can be enforced if necessary.</p> <p>e. By making the Act more evenly balanced , OCRs simpler and legally more logical removing clauses which allow tenants being charged for paper capital losses and generally correcting the financial balance from wealthy Operator/Developers to hard working retirees to give them the standard of living Retirement Village Operators promise.</p> <p>f. By ensuring ORAs are clearer more readable and logical the legal cost or entering a Retirement Village could be reduced from the high current legal fees to something closer to Land Transfer Legal costs. A saving of \$1500 more or less quite significant in many cases.</p> <p>g. Not all Retirement Village Residents are well or with investment portfolios of several hundred thousand plus, many have sold their family home purchased a unit in a Retirement Village and</p>
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							<p>only have a small reserve fund left and live on NZ Superannuation. Those people have every right to live securely in their unit they remarkably always meet their financial commitments unless the Operator increases weekly fees unfair charges.</p> <p>h. Life in Retirement Villages is congenial. Residents are friendly and very supportive of each other, they care and they contribute to their local communities, churches foodbanks etc. etc. they are valuable resources. Retirement Village Residents deserve to be heard.</p> <p>██████████</p> <p>████████████████████</p> <p>██</p> <p>██████████.</p>
97490651	Yes		Yes	"██████████, I'm making more money out of Retirement village shares than I ever did out of medicine" Quote I can't see any reference that separates Business oriented	Yes	No	<p>I think it is sensible of you not to be combative in your approach. Where shareholders profits could be affected, I'm not sure that "the other side" will seek to be so accommodating. "We as an industry don't see any need for big changes"</p>

				villages from non profit ones, and what those differences are.				Quote [REDACTED] RVA. They have such a powerful lobby group at Government level, there is little incentive for them to seek any accommodation regarding the White paper, already determining "it had inaccuracies. This is not going to be an easy task even to achieve a modicum of change I'm sorry to say
102067201	Yes		Yes	Clarify expenses which can be correctly deducted by the village owner from any capital gain, or other sum expressed within a Licence to Occupy or otherwise as being due to the outgoing resident or Estate, arising on a resale of any previously occupied apartment, villa or other residence within a Village, before payment of the residual sum to the outgoing resident or Estate' Explanation: Certain Villages charge an outgoing resident or Estate for 'Improvements' to a property beyond returning the property to its state at the time the outgoing resident initially took possession. The cost of such 'Improvements' can be included within a final invoice	Yes	No		No

				with ease and without any explanation accompanying the invoice, if any such invoice is tendered. Where such a costs arise it is questionable whether or not the invoice recipient would query the costs said to have been incurred by the Village owner or be aware of where such costs could be independently verified or otherwise. Acceptance by the payee of the final sum without any demur can jeopardise any claim for over-deduction after even a brief time-lapse.				
97591751	Yes		No		Yes	No		<p>It is hard to legislate in favour of residents against commercial operators.</p> <p>On the one hand, real estate, in the form of retirement villages, is most likely to increase in value, rather than decline, as the demand from more and more people reaching retirement age increases, and available development land is put under pressure.</p> <p>However, real estate is always a risky investment, and this risk must be balanced against the operator's commercial interests.</p>

								<p>Would residents be happy to accept the possibility of a reduction in capital asset, as well as a potential gain?</p> <p>Certainly, operators should be strongly encouraged to resell vacant units, by the implementation of strict controls on the length of time weekly fees can be levied. The introduction of interest payments would go some way towards this.</p>
101968901	Yes		No		Yes	Yes	See comment below.	<p>1. The accelerating rate of demographic changes in our society requires that attention to the issues in this paper be dealt with urgently.</p> <p>2. The paper does not seem to include any planned public awareness campaign to draw out the issues that will affect the current younger sectors of our community.</p>
101541651	Yes		Yes	<p>Require operators to set up a residents' committee.</p> <p>Require operators to supply in the ORA a copy of the complaints process shown in Part 4 of the Act.</p>	Yes			<p>Urgent need to adjust repayment on resale to purchase price (less remedial work) + ~90% (difference purchase price, resale price) to enable movement of resident to another facility required by need for higher level of care.</p>
95878551	Yes		No		Yes	No		<p>This review needs to be done now , no more putting it aside by govt.</p>

								Unfairly weighed rules against the residents should stop
10191800 1	Yes		No		Yes	No		
10200735 1	No	<p>The White Paper is biased in favour of the Operators to the detriment of Residents.</p> <p>1 weekly fee</p> <p>2. continue to be paid after leaving property.</p> <p>3. Time taken to resell a Property</p>	Yes	<p>The situation that at present exists gives Operators no reason to resell houses quickly, because they have control of time frames on all the above items that are to the detriment of Residents</p>	No	Yes	<p>I strongly feel that:-</p> <p>1. Weekly Fees should be increased Annually at a Fixed Amount and not at an increase chosen by the Operators.</p> <p>2. Weekly Fee Payments should stop at a fixed time after Residents vacate a Property</p> <p>3. Final Payments should be fixed to a time frame and not, as at present, when new Residents move into the Property.</p>	No further comment
10202680 1	Yes		No		Yes	No		
10071300 1	Yes		No		Yes	No		
10197715 1	Yes		No		Yes			

102060601	Yes		No		Yes	No		I fully support the submissions of the Retirement Village Association
96269201	Yes		Yes	Occupation licences of residents within the same retirement village are often different. This causes rifts and confusion, and owners are not keen to explain.	Yes	Yes	An independent voice is particularly important because residents are often bullied into not asking questions of owners or staff	The resale process is simply not fair, and causes a lot of stress to residents , especially when they are not in good health towards the end of their lives. Families also blame residents for agreeing to such a mess!
101982501	Yes		No		Yes			
101959251	Yes		Yes	Consider transfers between independent-living apartments (in the same village, or a different village of the same operator): the financial and other conditions for this need to be spelled out in advance, as it is a not uncommon event when circumstances change. The White Paper mentions "transfer of residents within a village" on page 20 as something that must be covered in the ORA. However, I suspect that this has been interpreted as referring only to transfer to a higher level of care. It needs to be made clear that it also applies to transfers within the same level of care. So the following recommendation (page 25)	Yes			

				needs expanding accordingly: "This paper recommends that a policy review considers how to improve and standardise information about transferring into higher levels of care."				
102221651	Yes		Yes	Single ownership/occupancy has the same monthly fees as if two people are the occupiers. I would like to see a reduced monthly fee for the single occupier because of the reduced income from superannuation and the reduced usage of village facilities.	Yes	Yes	See above re single occupancy	No
97478301	Yes		No		Yes			Good to see this happening. Many of those in Retirement Villages are very vulnerable. In particular the 'buy back' provisions are unfair.
101953351	Yes		No		Yes			
96640151	Yes		Yes	The contracts are unfair and biased in favour of the owner Operators. Some Operators are forcing their residents to pay for the repair and/or replacement of appliances, fixtures and	Yes	Yes	Disputes procedures need to be put in place in such a way that those deciding on the issues are not dependent upon the Operators for	To: Whom it may concern. In February 2012. At the age of 65 and 67, my wife and I moved into a villa at [REDACTED] Retirement Village on [REDACTED]

				<p>chattels within their dwellings which have worn out due to fair wear and tear. These are all items owned by the Operator - not the resident! This is a larger issue for those residents who enter a village at around 65 years old or so and could be expected to live another 20 -30 years. Some moving into dwellings that they may be the second occupier of. If that dwelling was not completely refurbished then at the end of their lives residents could be living within dwelling that are 30 years old or more. If they cannot afford to pay for the repair and/or replacement of the operator owned appliances, chattels and fixtures then they would be living in potential 3rd world conditions!</p>		<p>their source of income.</p>	<p>██████████. A village that at that time had an enviable reputation as a vibrant and happy Lifestyle village and a great place to spend your retirement years.</p> <p>It took almost all of our capital to purchase the license to Occupy for this villa so we were naturally very aware that future capital expenditure needed to be kept to a minimum. The purchase price of the license to occupy was then based upon a calculation of 90% of the current market values of properties in the area. So there was little potential for excess capital left to be banked after the sale of our own property. (A mere 10% of the sale of our existing property)</p> <p>The contract documents were very difficult to fully comprehend and even our lawyer found that some clauses were contradictory and open to interpretation. In particular, the clauses relating to who was responsible for paying for future repairs and maintenance due to fair wear and tear within our residence on Operator owned fixtures, chattels, and appliances.</p>
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								<p>As a consequence, we sought assurances from the then Operator that we would not be responsible for meeting any such costs. This assurance was of paramount importance to us as we were aware that we would be the second generation residents of this villa and as such much of the Operator owned fixtures, chattels, and appliances were already around 12 years old and were not being upgraded.</p> <p>The then Village management assured us verbally that we would never be expected to pay the costs of any of these items needing repair and or replacement due to fair wear and tear, other than consumables such as tap washers, light bulbs, etc, and on that basis, we agreed to, and settled on, the purchase of our license to occupy our villa.</p> <p>Throughout the following years, the then Operator was true to their word and anything that required repair or replacement due to fair wear and tear was indeed repaired or replaced at no cost to ourselves as the need arose. As an example, this included such items as a</p>
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							<p>replacement oven, new motor to the bathroom exhaust fan, replacement power socket outlets, new mainspring fitted to the garage door, replacement window catches fitted, and a new waste disposal unit installed – all at no cost to ourselves.</p> <p>As a result, we were happy and believed that we had made a good decision ensuring that we would be financially OK for the years ahead. We even recommended that three couples we were friends with, move into the village – which they subsequently did!</p> <p>However, a few years ago our small group of villages was purchased by [REDACTED], an [REDACTED] private equity alternative investment management firm. We were to be managed locally under the name of [REDACTED] which in turn is managed from [REDACTED]</p> <p>[REDACTED] assured us that we would be very pleased with their ownership and that they would focus on making our lives in the village even better than it was under the previous ownership. All</p>
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							<p>went well for the next couple of years as we watched ██████████ spend money on upgrading the exterior of the village. (Painting the exterior of the main building, repairing rotten pergolas on villa exteriors, etc.)</p> <p>In retrospect, we could be forgiven if we somewhat cynically now think that the money spent on such works was identified during ██████████ due diligence of the villages before purchase and was therefore allowed for in their purchase offer to the previous owners</p> <p>They did instigate fixed monthly fees for residents for life thus removing the annual concern that many residents faced over this ever-increasing cost. They also changed the condition that departing residents (or their estate) must meet this monthly fee until their residence was resold. Something that could take up to 6 months or more. The monthly fee now ceases as soon as that dwelling has been completely cleaned out and the keys are handed back to management. Very much</p>
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							<p>appreciated changes but again we could be cynical and consider that these changes had to be done to meet an ever-increasingly competitive market!</p> <p>But in the last 12 months or so things seem to have changed! All of a sudden [REDACTED] is enforcing the clauses in our contracts that, by their interpretation, require the residents to pay for anything and everything that the Operator decides they will no longer pay for!</p> <p>We are now being expected to pay for the repair and/or replacement of all the operator owned chattels, fixtures, and appliances in our residence that have worn out after 20 years of use. Despite historical precedence to the contrary, and despite clauses requiring us to pay for this being contradictory and difficult to understand, [REDACTED] has not, so far, deviated from their hard stance.</p> <p>How ridiculous and unfair is it that if our Operator owned appliance, for example, needs replacing after 20 years of use we, the resident, have to pay the full cost of replacing it.</p>
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							<p>But if we depart our residence the very next day [REDACTED] gets a brand new appliance that they don't have to pay for during the refurbishment for the next resident. This same scenario applies to every Operator owned item in our residences. Garage door mechanisms are failing after 20 years of fair wear and tear yet [REDACTED] demand that the resident meets the cost of the repair and/or replacement.</p> <p>In fact, all items 20 + years old in our dwellings are at the end of their expected life span. In the next 10 years or so, if we live that long, the residents could be faced with the cost of repairing and/or replacing many major items within our dwellings which by then would be 30 years old. Hot water cylinders, garage door mechanisms, appliances such as ovens, hobs, dishwashers and not forgetting floor coverings such as lino and tiles, tired kitchen and bathroom cabinetry – and the list goes on! Many of us will not have that capital available at our ages and besides that, why should we pay to give our Operator a brand new item that we</p>
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								<p>will never own and might only use for a very short time? Crazy as it sounds, if we die before replacing any such item then the Operator has to pay for its replacement out of our 30% deferred management fee!</p> <p>In 10 years, this policy could potentially result in residents like us, that moved into only a partially refurbished dwelling, living within a dwelling that has 30-year-old cabinetry, appliances, fixtures, fixed floor coverings etc. We could be potentially living in a run-down, substandard living environment!</p> <p>This is putting a huge financial hardship on residents, especially those living alone on a single benefit. The stress and concern are such that some residents, both long and short term, have expressed to me their desire to move out of the village. But this raises another issue in that unless a resident is very cash rich they cannot afford to move out. The Operator keeps a large portion of our original purchase price and we do not get capital gain on our residence. As a consequence, the majority of us</p>
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							<p>would no longer have enough capital to purchase elsewhere.</p> <p>The Village owner/operator argues that we knew what we were signing when we purchased our Occupational Licence but this is not as clear as they would like to make it seem! Would anybody in their right mind purchase a license to Occupy in a Retirement Village where the longer they lived the greater the chances become that they would be faced with very large costs to repair and/or replace appliances, fixtures, and chattels that they do not even own and in many cases just so that a subsequent occupier could enjoy those items?</p> <p>Surely [REDACTED] is enforcing contracts that are heavily biased in favour of the Operator and could be classed as “unfair contracts.”.</p> <p>We have very few avenues available to us to protest or argue against the Operator's decisions as most avenues will either cost us money for legal fees or those making decisions on disputes are people chosen and paid for by the</p>
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							<p>Operator - hardly unbiased!</p> <p>We strongly believe that our contracts are unfair and biased in favour of the Operator and that our Operator is now enforcing terms and conditions that were never previously enforced or interpreted in the way that [REDACTED] is interpreting them.</p> <p>My very real concern is that the understanding we had upon entering this village has now been changed. For my part, a great influence on my agreeing to enter into a retirement village was that if I died first (a statistical probability) my wife would be left comfortable and secure and would not have to have any financial concerns. This is no longer the case according to [REDACTED] ! Now we face the almost certain possibility that over the next ten years or so my wife and/or myself will be expected to find the money to pay for costly repairs and/or replacements for items we do not own and this with all probability will need to be found out of a single pension.</p> <p>An impossible task and one that</p>
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							<p>now causes me great concern as I contemplate my wife, should she survive me, having to live with the financial burden and stress of meeting such costs on a single pension. This is not what we signed up for!</p> <p>I feel for the many existing residents already living alone on a single income. I am aware that this potential cost is causing them great concern and that their family members are understandably concerned and even angry over this cost now being forced upon their parents by what seems like an unfeeling village Operator.</p> <p>We are greatly encouraged by the recent announcement of a discussion (white) paper instigated by the Retirement Commissioner and submit this letter for her consideration as she seeks to review the Retirement villages Act.</p> <p>Signed by:</p> <div></div>
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96892051	No	Time hasn't been adequate	Yes	Probably	Yes	Yes	The whole ratio of profit for the operators	45,000 voting folk should have a strong voice to looking after seniors and their assets.
95903201	Yes		No		Yes			
99854251	Yes		No		Yes			I consider that the operator should share a portion of the capital gain with the outgoing resident, to be capped by the amount of deferred management fee.
96054501	No	Firstly, the discussion paper shows no evidence that village operators have given any input. The paper seems to be merely a canvassing of views from some disgruntled residents, conducted by people who exhibit little knowledge or	Yes	Some missing issues are included in my answer to Feedback Question 5.	No	Yes	Some issues needing attention are included in my answer to Feedback Question 5.	Feedback Question 3 asks if a full review of the retirement villages framework should be undertaken, and my answer is no. I reached this view on the basis of my understanding that such a review would start from the premise, so clear in the thrust of the discussion paper, that retirement villages are in such strife that everything would be subject to upheaval.

		<p>experience of how a real-world business operates and succeeds.</p> <p>Secondly, some of the issues that appear to influence the thinking in the paper seem to have been raised by residents but not escalated by the resident to more responsible managers with a wider view, let alone been referred to dispute processes. This could be an indication that the dispute systems are not sufficiently accessible, but little substantiation is given. Perhaps operators could be asked to assist by providing information about both successful and unsuccessful incidences of the</p>					<p>These comments on the discussion paper challenge its conclusion and propose that a re-think is needed, using a more pragmatic approach to the real situation.</p> <p>My perspective as a resident of a medium sized village owned by a larger operator, with an adjacent care facility, makes me wonder if the disgruntled residents whose views are canvased by the discussion paper are in smaller villages where the operator-contact staff have limited expertise and authority, perhaps not trained in communication skills, especially listening.</p> <p>The first paragraph of the executive summary of the discussion paper records that “the majority of retirement village residents appear content with their living arrangements” and that “most operators provide very good services”. I strongly support that point, but the rest of the discussion paper does not.</p> <p>As the paper makes reasonably clear, the retirement village regulatory framework was</p>
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		<p>disputes systems being used.</p> <p>Thirdly, the paper offers scant analysis of the size and scope of the retirement village sector and therefore gives no insight into either the spread and incidence of the issues suggested or how typical they are.</p>					<p>established to bring order and some consumer protections to an emerging sector structure. Fundamental to that structure was, and remains, the notion that residents would provide a substantial portion of the capital needed by the sector, making it a relatively low capital enterprise for the owners of the facilities. During the development phase, the owners depend on borrowings until residents move in and provide their portion of the capital. That resident-supplied capital does not provide the resident with an equity stake in the business.</p> <p>Part 3 of the discussion paper, on Page 13, has the suggestion that some people consider that the regulatory framework amounts to self-regulation. That notion is really suspect, because the framework includes no mechanisms for operators to regulate each other, as would be the basis of self-regulation. A better description would be that competitive pressures among operators imposes a discipline that strongly mitigates against monopoly behaviour that would see an operator making</p>
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							<p>excessive profit or providing accommodation that discourages residents.</p> <p>Even when the regulatory framework was established, the business model was already clear. A retirement village would be developed by the operator, then capital would be provided by arriving residents. The business model then clearly depends for sustainability, as residents come and go, on the capital contribution of a future resident replacing the contribution of a departed resident. An essential feature of the business model is that a new resident is available promptly when a resident departs.</p> <p>The retirement village operator is committed to a range of continuing expenses to keep the village functioning as residents come and go. Those expenses are met from village income. A point that seems easily forgotten by residents is that, except for trivial exceptions, all of the village income comes from residents. The village generates no other significant income.</p>
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							<p>Even the discussion paper seems confused on this point. In the paragraph with the heading “Services to residents” on Page 12, the concept is expressed that those operators that set an outgoings-charge that is fixed for the life of the occupation agreement are subsidising the residents. A business that sets out to subsidise its income-generators would not sustain itself. This is a prominent illustration of the naivety that can be seen more generally in the discussion paper.</p> <p>Basically, each resident contributes in two ways to the village expenses and to the operator being able to make a return on its residual investment. Firstly, a resident pays a daily fee (charged monthly) for the right to occupy the unit. Secondly, a resident pays a lump-sum fee at the time of the termination of the occupational right agreement. This is normally the time that the residents’ capital contribution is released when the ownership of the occupation right transfers from the resident to the incoming replacement resident. Together, those payments are the</p>
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							<p>vastly predominant source of income for the operator.</p> <p>Part 2 of the discussion paper, on Page 12, points-out that the underlying land and buildings of a retirement village are rarely sold. The reason is not stated, but it is easily deduced. The buildings are both generally constructed to last and are largely unsuitable for other uses. Once a piece of land is used for a retirement village, that land is locked-in to that purpose and the village is expected to remain functioning indefinitely. The occupation of a unit in the village will change but the village continues. An essential component for the sustainability of the business model is therefore that the operator attracts a replacement resident promptly when a vacancy is arising. This is an ongoing aspect of village management.</p> <p>Part 6 of the discussion paper is headed "Consumer Issues Identified with the Framework". Its leading issue is "Resale and buyback times". Problems in this area are credible: Operators have reduced incentive to act with the expected</p>
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								<p>promptness and the outgoing resident may have died or be focused on future care needs. Further, while the statutory supervisor has some detailed responsibilities for the protection of the interests of prospective residents, no equivalent protections exist for an outgoing resident despite the outgoing resident being even more vulnerable at that time.</p> <p>While the statutory supervisor in its normal trustee capacity cannot, practically, protect the outgoing resident, each statutory supervisor covenants, in the Deed of Supervision (Clause 5.2), to “exercise reasonable care and skill to ascertain whether ... the management of each village is adequate”. As described above, attracting replacement residents promptly is an inherent feature of village management. The way appears open for the statutory supervisor to accept the specific task of focusing on the promptness of the replacement of departing residents.</p> <p>In the absence of a formal mechanism to have the statutory</p>
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							<p>supervisors accept such a new task, the Retirement Commissioner could use the prestige of her function to initiate and lead the necessary dialogue among the statutory supervisors and the operators to achieve the result.</p> <p>The focus on filling vacant apartments could be achieved by regular routine reporting, perhaps at the beginning of each month, by each village operator of current vacant units and progress on attracting a replacement resident for each. That attention alone should be significant incentive for an operator to take ongoing responsible action including having routine processes.</p> <p>The prompt attracting of replacement residents would also become a specific part of the routine reporting by the statutory supervisor to residents and to the Registrar.</p> <p>While drawing conclusions from the emotive and untested data in the discussion paper needs care, one possibility is that the failure of an operator to achieve satisfactory</p>
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							<p>replacement of residents may be a sign of deeper problems that the operator is experiencing. Bringing such problems to light early, through the involvement of the statutory supervisor, would be a bonus.</p> <p>But one thing is clear: an arbitrary change to a regulatory or code stipulation, or some additional stipulation, is not a feasible approach to addressing this issue and its ramifications.</p> <p>Focused monitoring may be more subtle than wielding a club of regulation but is likely to be a more lasting improvement. It is certainly more flexible and able to deal with an issue that can have several causes.</p> <p>Ensuring the prompt attraction of replacement residents is also likely to assuage the concerns about the appropriateness of continuing the daily fee until the replacement resident is in place.</p> <p>But before the Retirement Commissioner makes the decision to expand the role of the Statutory</p>
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							<p>Supervisor, she will first wish to understand whether the apparent problem of apartments remaining vacant is sufficiently typical to justify a system-wide solution. For most villages most of the time, the system may be working, not needing intervention. Prudent judgement is required, and consequent and necessary justification to the public.</p> <p>If operators or statutory supervisors are concerned by the prospect of this new use of a provision in the Deed of Supervision, then the Deed should be updated. The Deed pre-dates the Retirement Village Code of Practice and is not entirely consistent with the Code, indicating that an update would be more generally useful. No obvious mechanism exists for updating the Deed; but the Retirement Commissioner could usefully exercise leadership to achieve the required engagement of the parties. However, the Commissioner would need to take care not to promote actions that would risk causing either the operators or the statutory supervisors to infringe the prohibitions in the Commerce Act</p>
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							<p>against anti-competitive collusion. That probably means that the Commissioner must take a proactive and deterministic approach to establishing changes to the Deed.</p> <p>Additional monitoring work by the statutory supervisors of course comes at a cost, which the business model requires the residents to pay, at least eventually (See earlier comment). I suggest that most residents will willingly accept the cost because of the improvement that is expected to result.</p> <p>The discussion paper appears particularly confused about the future of the demand for retirement village units. In one place (Part 7 on Page 28) it offers estimates of substantial forward demand, noting the significant number of units being added to the system and the expected high demand for those units. Yet in another place (earlier in Part 7 on the same page) it voices concerns about changing demographics and social practices related to owner-occupied housing, suggesting people retiring soon will not be able</p>
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							<p>to fund the capital component fundamental to the retirement village system. While both points may have some validity, the dominant feature of the current scene is the growth in the number of eager residents, with no abatement in sight. Also, the inference that the only way that retirement savings are accumulated is by owner-occupied housing is invalid. For example, KiwiSaver may still be relatively small as a contributor to retirement needs, but it is still significant and cannot be written-off.</p> <p>Yes, other forms of retirement accommodation may evolve, but retirement villages are likely to be dominant for the foreseeable future. Those other forms may expose risks and vulnerabilities for some residents, but regulatory protections will not be the same as those for retirement villages. A “full review of the policy framework” for retirement villages is not likely to be a good way to cater for issues that may emerge for the other forms.</p> <p>The reality is that the retirement village system was set-up to</p>
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							<p>operate without invasive regulation, and grows and prospers without detailed oversight, to the manifest satisfaction of the operators and the vast majority of the residents. It does not need and would not benefit from a re-made policy framework.</p> <p>Certainly, some improvements may be desirable at the margins, and more work is needed. But changes that would undermine the basics of the returns to the operators are to be shunned. Such changes would in any event have to be replaced by other changes to restore the ability of the operators to generate adequate income from the residents.</p> <p>I appreciate that some of the procedures are relics of earlier thinking and today could be called quaint. Although some inflexibility has been embedded, as well as potential frustration for a 2021-type regulator, I believe that innovative thinking can be applied to the issues and that abandoning the fundamentals of what has predominantly delivered satisfaction for the current</p>
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							participants is not sensible. Please re-think the discussion paper fundamentally, with wider, wiser and more practical input.
96073951	Yes		Yes	<p>1) There needs to be a minimum age for entry set by legislation. This should be no higher than 65 years. Villages need younger residents to provide activities and so that they do not become "old people's homes". In NSW it is 55 years by law.</p> <p>2) The Lifemark Design Standard should be mandatory. Units being upgraded and not done so to these standards. Shower cabinets that are 1m x 1m do not allow for assistance to be given.</p> <p>3) The Healthy Homes Regulations should be extended to Retirement Villages. Older units can be uninsulated, not have double glazing, and not having heat pumps leading to damp and cold units with mould growing. Landlords are now being fined for letting such properties but</p>	Yes		<p>1) Changes to the Code of Practice should be made urgently and before changes are made to the Act.</p> <p>2) There should be a guaranteed time-frame for buy-back of six months. [REDACTED] advertises that they mostly achieve this.</p> <p>3) Interest should be payable as soon as the unit is vacated. Operators have different policies at present.</p> <p>4) Capital gain should be shared equally between the resident and operator. Some Operators already do so.</p> <p>5) No fees should be charged after a unit is vacated.</p> <p>6) An Advocate for the elderly is needed. This could be a Commissioner for the Elderly as recommended by a Select Committee in 2020.</p>

				<p>Village Operators are continuing to have new residents take out an ORA on them.</p> <p>4) There needs to be greater clarity on responsibility for repairs and maintenance. Residents do not own their units and do not rent them, but are often expected to pay for repairs which the Operator should meet.</p> <p>5) Chattels also need to be better defined. Is it an item that could be removed, such as a portable heater, or does it include items such as taps?</p> <p>6) Operator's Policies can be changed by the Operator at any time. Unless it is defined by legislation or in the Code of Practice, residents don't have certainty.</p>				<p>7) The complaints system needs to be overhauled and made clearer.</p> <p>8) Looking ahead there may need to be other models developed, such as renting, as the number of people able to sell their house and purchase an ORA may diminish.</p>
97477801	Yes		Yes	<p>Concern about costs of transferring to care apartment from villa in residential village. My villa purchased 7 years ago for \$300,000 now worth \$225,000. When I moved into the village I was assured that</p>	Yes	Yes	<p>As explained in preceding paragraph written by myself</p>	

				moving into a smaller apartment was easy. These apartments are now worth over \$400,000 and I will be required to upgrade at considerable cost to myself. As there was a lesser cost to move into an apartment, when care apartment was about \$220,000, but now they are over \$400,000 in just 7 years. This increase was not explained when I came to live in my villa in 2013. Can such an issue be raised?				
101840251	Yes		No		Yes	Yes	<p>Chattels - theses are to be officially listed as part of the ORA (as per a Sale & Purchase agreement in Real Estate) not just verbally mentioned.</p> <p>Repairs & maintenance to be further clarified as to who is responsible for what.</p>	<p>Buy Back on termination - Weekly fee is to be terminated at date of this termination.</p> <p>. DMF has a maximum of 4 months and must have an end date agreed with owner or estate representative.(I believe this is ample time to refurbish the villa or apartment). As a minimum whatever the Operator has in place is worded in clear and precise language.</p> <p>Any capital gain is to be shared 50/50 with the operator on sale of villa or apartment.</p>

95860701	Yes		No		Yes	Yes	<p>Lack of a simple complaints resolution system</p> <p>The complaints procedures in place in the ORA are staged and thorough. However the process is time consuming and expensive. This is to the advantage of the Village Owner as the Complainant is often constrained by time (mortality), limited funds to employ professional advice and often poor health. As a consequence, right or wrong, the Village management can impose a ruling by intransigence.</p> <p>The appointment of an Ombudsman or neutral referee, available when requested by either party to assess the validity of a complaint / request, may be the best way to avoid / settle disputes between residents and Village Management.</p> <p>As the economics of the village are based on the average occupancy not being more than 10 years, the new equipment provided by the Village owner is not “top of the range” and at best has a guaranteed service life of 10 years. Likewise, the service life of the floor coverings and drapes subject to fair wear is</p>
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							<p>only for 10 years at best. This approach is not unreasonable as the period of occupancy is usually less than the service life of the Village supplied chattels.</p> <p>However, if a Villager is in residence longer than 10 years then the curtains can become mill dewed and tattered and the carpets threadbare. Equipment can become subject to partial or intermittent failure. Management is reluctant to replace worn and unreliable items as the complete refurbishment of the unit is imminent with the next occupant. However with other units elsewhere in the village being vacated with less than 5 years occupancy, serviceable drapes, carpets and appliances could be readily resourced to replace the worn out items at minimal cost to Village Management.</p> <p>If this situation and the obligations of Village management / Resident were better defined in the ORA, the Villager would know up front what his position would be if he outlasted the Village supplied chattels. Even so disputes are still likely and could be decided by a neutral third party,</p>
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							such as an Ombudsman / referee nominated in the ORA for this purpose.
99079051	No	There are issues in retirement villages that are within the experience of residents, but outside the experience of the CFFC. There are also issues relevant to other legislation that need to be coordinated with the relevant Government departments.	Yes	I have listed missing points under Q5 and includes loopholes that operators are exploiting and compliance requirements.	Yes		<p>1. Capital Gains should be allocated on a fair basis that does not impoverish the Resident, and/or their family, and is fair to the Operator. Capital losses are not passed on by [REDACTED] if any. [REDACTED] retains 100% of Capital Gains that it acquires, in cash, each time a Resident transfers and/or terminates. Transfers are generally not a free choice of a resident. The rapid rise in property prices was not anticipated when the existing legal framework was written. Capital gains could offset the Deferred Management Fees (DMF).</p> <p>2. Power is in the hands of the Operators. The power gap needs to close and be balanced fairly between Operators and Residents. Inequities need to be ruled on by an independent body. Rulings should become effective in refining interpretation of the legal framework. Consumer protection is required to protect vulnerable Residents. The Operators control</p>

							<p>the interpretation of the legal documents and Residents may or may not receive what the Operator is legally obliged to give, and Residents often do not know what they are entitled to. The Operators are hugely powerful and making large profits. They are supplying Residential units at a time of a New Zealand housing shortage</p> <p>3. 'Transfers' to another village, same company group, independent living (IL):</p> <p>3.1. There is a lack of a legal definition of what constitutes a 'transfer'. It is a termination of one Occupation Right Agreement (ORA), and the purchase of another. Yet, this is not clear as the word 'transfer' is used, not 'termination.' I wonder why is it not an 'assignment' of a Resident's rights in one residence to another residence? The 'transfer' clauses in Section 4 of my ORA do not use the word 'termination' and only use the word 'transfer.' This is not expressed in legal terms nor is 'transfer' included in the Definitions</p>
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							<p>section. Transfers appear a very neutral position, but it is triple dipping* - repeated for every transfer - on the capital gain and carefully concealed in the ORA. The website states 'transfers are easy' (see 4.7 below). At no point is it stated that a 'transfer' triggers a termination and the legal clauses relating to termination.</p> <p>3.1.1. * Triple dipping on the capital gain: 1. on the termination, 2. on the resale, and 3. on the property value = all three accrue to the Operator at one point in time; and can be repeated. I would estimate the capital gain over 2+years on my [REDACTED] would have been \$70,000-\$100,000.</p> <p>3.2. For this transfer, I paid an additional \$13,000 fee (which is deferred) charged by Summerset payable on an IL transfer. In addition, I had to pay for the capital gain (3.1.1) in cash on termination, and the extra for the higher priced [REDACTED] apartment in cash. I also paid my own legal fees, and removal costs on top of these. After I had left, I was also invoiced</p>
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							<p>for the removal of my garden, for the property manager to uninstall my washing machine, and I paid a plumber to remove the dishwasher and to prepare the washing machine for shipment. I was also sent an invoice to replace the garage door, which I legitimately refused to pay.</p> <p>4. 'Transfers' generally:</p> <p>4.1. All types of 'transfers' – I would like to see from Operators practical examples explicitly setting out their charges for each type of 'transfer' - both within an organisation group, and between different organisations, whether independent living, a Serviced Apartment or at Care Centre level. It is very complicated and it needs to be set out in writing for both Residents and their families. In addition, this should include DHB funding where this is applicable, and whether the funding is asset tested.</p> <p>4.2. The cost of a 'transfer' disincentivises the elderly from</p>
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							<p>moving or being moved to another village that may be closer to their relatives. There are unexpected life changes within families , e.g . wit h Covid my family returned from the USA and settled in and asked me to move t o an village from my village. I now have few funds left and my family had to help make the payment to - . In fut ure, the DHB will have to now pay for my care as my money is with - and it s Shareholders.</p> <p>4.3. Another misstep is that - provides two hours free mainte na nce when you move in, but not when you move out (this includes transfe rs). They also then charge for what - cons iders remedia l work with no consultat io n.</p> <p>4.4. Iro nical_ly, is charging me the cheaper weekly fee, rather than the weekly fee. No where is this stated in the lega l fra mework, but the lower fee is included in my new ORA. I save about \$1,000 p.a.</p>
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							<p>4.5. On a transfer, and if able to retain the capital gain, Residents could downsize within a village far more cheaply and free up the larger unit for the Operator to sell.</p> <p>4.6. The Operator must be required to provide a bed in the village for a Resident transferring care levels and if necessary, the Resident must be held on a waiting list for a bed in their own village with respite care elsewhere filling the gap. The local DHB, as part of their Ageing in Place policy, could fund an extra bed in the resident's village (inevitably this is temporary) – in which village a bed is funded is irrelevant. Operators find it financially advantageous to find care outside of a Resident's village as the termination clauses can be triggered. A Resident's welfare is much better served when they can stay with their friends in their village.</p> <p>4.7. Advertising on [REDACTED] website states: "One of the best transfer policies around. We make it easy for you to move around your village or between [REDACTED] villages."</p>
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							<div data-bbox="1601 188 2020 295" data-label="Text"> <p>[REDACTED]</p> </div> <div data-bbox="1601 331 2020 507" data-label="Text"> <p>This statement is completely at odds with the legal framework, its interpretation, and practical implementation. It is certainly not Fair Trading.</p> </div> <div data-bbox="1601 619 2020 762" data-label="Text"> <p>5. The Operator should pay interest to Residents on the Repayment Sum for the ORA up to the date repayment is made.</p> </div> <div data-bbox="1601 874 2020 1369" data-label="Text"> <p>6. Weekly fee increases must be capped to a minimum requirement for all retirement villages.</p> <ul style="list-style-type: none"> - caps at the increase to the national superannuation. I would note that some 'fixed fees,' are actually fixed to the increase in the national superannuation, so there are terminology issues. Some are genuinely fixed on the day you take up residence but I suspect some Operators are financially disadvantaged by their own policy and this is a risk. </div>
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							<p>7. The 'cooling off' period (90 days in my case) is not a good position for the Resident, although it appears that way. If the Resident has a problem with the Operator on an aspect of residency or vice versa, issues are 'held over' until after the 90 days (I have examples) so there is effectively no 'cooling off' period.</p> <p>8. Loans and Deferrals: These must be clearly distinguished.</p> <p>8.1. Loans: a deed of loan drawn up when it is a loan. This should include the interest rate and capitalisation terms. Transparency. In some cases, the family may prefer to pay themselves rather than have a loan against the future estate. This requires a family and/or beneficiaries to be included in discussions and decisions, and not limited to those holding an Enduring Power of Attorney. If capital gains accrued to a resident, loans may not be necessary in the first place as loans are given by the</p>
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							<p>Operator to plug gaps in a resident's ability to pay due to the 'business model.'</p> <p>8.2. Deferrals: The Operator controls what is considered a 'deferred' payment. Deferrals require a transparent approach. In my case, I requested the capital gain and/or additional payment be deferred. I was declined.</p> <p>9. The Business Model. There seems to be an implied acceptance of the Business Model. The mafia has a business model.</p> <p>9.1. Having a business model does not make it ethical or legal. Applying ethics to how the elderly are treated is Government's responsibility in order to protect a vulnerable population. Currently there is 100% reliance on the Operator to put ethics into operation.</p> <p>9.2. There is a gap between what the legal documents state and the way the documents are enacted in practice.</p>
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							<p>9.3. The business model has unintended consequences: Resident turnover is profitable for the Operator. Village management have no incentive to take any notice of the Code of Residents Rights. Upsetting Residents became relatively frequent in my first village at [REDACTED] my opinion it was deliberate.</p> <p>9.3.1. Abatement provisions of the DMF: [REDACTED] r four years – with 2/5ths in year 1. This short term maximises profits for the Operator, at the expense of the Resident. Why not ten years, evenly spread?</p> <p>9.3.2. Residents coerced into leaving - turnover is profitable.</p> <p>9.3.3. Once signed up, often a Resident cannot afford financially to leave, remaining trapped in the same village (this is also a welfare issue).</p> <p>9.3.4. Operators doing things that are not allowed (e.g. entering residences without notification, bullying, shouting, and humiliating</p>
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							<p>Residents) with Residents having no power in the situation particularly if it is the village manager or another manager transgressing.</p> <p>10. Ombudsman. Residents need a simple single-channel complaints system to an authorised (free) advocate. An Ombudsman could cover issues not adequately dealt with by the village manager, or the Operator. For instance, currently a Resident has to work out which government department, or minister is responsible for which part of their complaint. I have not found a Resident who knows the answer, nor management.</p> <p>10.1. An Ombudsman, plus attendant staffing, with the power to rule on Retirement Village Operators, is required. The power and resources of Operators mean legal rulings are often in their favour.</p> <p>10.2. Many Residents will not complain, however embarrassing the abuse or bullying gets; they are scared of the response of the</p>
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								<p>Operator's managers as well as that of other Residents. Residents need an independent off-site process, and someone with authority and independence to explain to them what is acceptable, what is not, and if necessary rule in the situation. Government should fund this for Residents.</p> <p>10.3. The necessity for a Resident to feel they have been heard and their opinion considered was lacking in my first village. Residents cannot afford the legal assistance required to argue a case. Taking a public-listed Operator to court is hugely expensive and daunting for an elderly Resident. Residents can feel dispossessed of their rights and unable to take on their Operator - legally, financially, or from the Residents own knowledge base.</p> <p>10.4. I am not convinced that the lawyers know everything that their client needs to know as they have never lived in a village and experienced the application of the law in practice. It needs a specialist with authority to make binding rulings.</p>
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								<p>10.5. There are many issues where Residents would take action if they could. Many issues could be settled by the Operators, if the Operators acted responsibly and ethically.</p> <p>11. Welfare considerations of independent living must be addressed, particularly abuse and bullying from managers and from other Residents (who I suspect are copying managers).</p> <p>11.1. There is locked-in grief where Operators are hindered by the Privacy Act to openly discuss the death or hospitalisation of a Resident. The families of a Resident who has died need to be encouraged to help in this process in some way. Access to counselling, or a social worker within a village may be an option.</p> <p>12. Rights of Residents should be equivalent to rights of tenants in rental properties.</p>
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							<p>13. [REDACTED] "Permission to Access" form, is required to be signed after taking up residency in a retirement village (along with direct debit forms, addresses, phone numbers, car registration, etc.) This document is outside the main legal framework documents and appears to reduce Residents' rights under the legal framework (ORA clause 3.7). Why would an Operator require Residents to sign such a form in the first place and on the day they move in? It should already be incorporated under [REDACTED] ORA clause 3.7 or equivalent which they have just signed. The form gives very wide powers to any staff or any contractor of [REDACTED] to enter a residence at any time. Residents require a lawyer's input, as is required for the main legal framework documents. Residents do not have to sign this document, but I have found most Residents just sign it anyway without much thought. New Residents in particular assume [REDACTED] is working in their best interests, after all they have read the CoRR and are trusting. Residents need protecting. Operators should not contract out</p>
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							<p>of the legal framework and should incorporate this type of agreement within the ORA. For instance, I wonder when you are able to trespass a stranger found in your residence?</p> <p>14. Training: There needs to be a requirement for all managers and staff to be trained in the terms and conditions of ORA's, Code of Residents' Rights (CoRR), the Act, the Code of Practice, the Disclosure Statement, and the Village Guidelines (ours are 41 pages) referred to in the ORA. The control on the application of the legal framework rests with the Operators.</p> <p>15. Information on an Operator's website or other marketing material must accurately reproduce in plain English what is said in the legal agreements, and not obfuscate the reality. Operator websites must align to the legal framework in wording and interpretation.</p>
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							<p>16. There are Employment issues where Operators are held back by an inability to easily sack staff.</p> <p>17. Lack of audits or surveillance from government departments covering independent living Residents. I find it appalling that so many Residents do not want to complain in case they are victimised.</p> <p>18. Building codes, or equivalent, need to be updated to allow for:</p> <p>18.1. A Covid world (e.g. ability to maintain 2m distancing within a village as research proves this distance is necessary).</p> <p>18.2. The long term implications of Residents as they age in place (e.g. Residents may require ambulances, transport on stretchers, etc. My IL building of 7 floors and 100 residences has small lifts not capable of taking the length of a</p>
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							<p>stretcher).</p> <p>18.3. The number of car parks for those attending Residents, such as carers, tradesmen, visitors, staff (casual and permanent), service providers etc, is inadequate in my newly built village in [REDACTED]. There needs to be a review of the number of car parks in compliance requirements.</p> <p>18.4. A compliant standard of glass in bathroom/toilet windows in retirement villages. Glass must be opaque when the sun is shining through it, and/or when the light is on inside. This requirement should be retrospective to ensure physical privacy is given as of right in bathroom/toilet areas. The disabled and elderly are not always able to pull curtains, or close shutters, easily or quickly.</p> <p>19. Animals: If a cat or dog is allowed and accepted into the village, it should be for the life of the Resident. There are examples of Residents being forced to send their animal to the SPCA for adoption, or</p>
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							<p>having it put down. It makes a mockery of 'pet therapy' in the Care Centre environment. If a Resident moves into a village that accepts animals, then the other Residents must agree to accept the animals of other Residents. Operators should not pressure someone to euthanise their beloved pet. Operators need to learn what is available to deal with problem animals, and have a referral system in place to a vets or behaviour specialist. The legal framework should not give power to the Operator to have an animal removed, after the Operator has accepted the animal. There are a few bad owners but that is a separate issue and the owner needs to be consulted. Again, the power is currently in the hands of the Operator to use as suits them.</p> <p>20. Legal Interpretation: However much you understand the legal side of the documentation, nothing prepares you for the reality of how the legal side is played out in a village, relying very heavily on the Village Manager's interpretation, or that of [REDACTED] Legal Team in</p>
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							<p>the background (which Residents have no access to). This again is very dependent on the ability and legal knowledge of the Village Manager, the willingness they have to negotiate, and the training they receive from the Operator. For instance, there is extensive case law behind 'quiet enjoyment', 'duty of care,' and the overriding contract law requirement of 'good faith' relevant for both Operator and Resident.</p> <p>20.1. 'Consultation,' 'Privacy,' 'Transfer' and other words need to be much more clearly explained in legal terms in the Definitions Section and in terms of their practical application on site.</p> <p>20.2. There is too much reliance on management. There needs to be much clearer explanations within the legal documents and websites so that both Residents and the Operator's staff, can understand their obligations. Retirement villages are a 'low context' society where everything that matters needs to be explained in writing, in detail, and in plain English. And, if possible, in much briefer</p>
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							<p>documentation.</p> <p>21. [REDACTED] determines “Fair Wear & Tear” on termination and anything more is likely an insurance claim or a reinstatement of alterations - smoking and pet damage is specifically excluded from fair wear and tear. Refurbishment is outside of a Resident’s liability.</p> <p>21.1. The Operator is able to claim from both the Resident and from the insurance company easily. The insurance company is blocked from pursuing or contacting the Resident (ref. my ORA clause 3.9). The Resident does not know if an insurance claim has been made, and the insurance company does not know if an invoice has also gone to the former Resident (or their estate) for the same claim. The Operator is able to double-dip too easily.</p> <p>21.2. Reinstatement of previously approved building modifications should not be charged on termination unless specifically</p>
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							<p>agreed up-front in the approval for the modifications; anything else depends on what the DMF is supposed to cover.</p> <p>21.3. Interpretation of 'DMF' depends whether you are reading from [REDACTED] from the ORA – the wording is quite different. A clear definition of DMF and the detail of what is included and not included in the DMF is necessary.</p> <p>21.4. It is difficult for a Resident to check what has been done to their residence after they have moved to another village. They have difficulty in distinguishing -</p> <ul style="list-style-type: none"> o Refurbishment, o Reinstatement of alterations, o Fair wear and tear, o What is covered by the Operator's insurance o What is chargeable to the DMF? <p>The Operator needs to clearly differentiate each of these charges</p>
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							<p>in their invoicing.</p> <p>21.5. The mandatory fee of \$13,000 I paid I understand went to my first village to pay for replacing fair wear and tear of 2 yrs 4 mths although there was nothing that needed doing, except a thorough clean (to allay any concerns over Covid). Any work done was a refurbishment.</p> <p>22. The word 'Privacy' wherever it is in the legal framework, according to my Operator, only relates to the Privacy Act and Residents' personal information. 'Privacy' is not included in the Definitions section. It apparently does not relate to physical privacy. This means the glass in a bathroom window can allow what is happening in a bathroom to be visible to all. On a complaint of mine, nothing was ever done. It highlights the need for compliance requirements to be set in law and these may be unique to retirement villages.</p> <p>23. Definitions must exist and be</p>
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							<p>very clear in what is intended: DMF, Privacy, Transfer, Consultation, etc. Drafting issues and cross-referencing need tidying up.</p> <p>24. Timeframes: Weekly fees must be terminated the day the unit is signed back to the Operator. A time limit, within which the Repayment Sum is returned to a Resident or their estate, must be mandated and this would encourage the Operator to expedite the sale process. This Repayment Sum should include additional interest at least from the date of sign-over as an added incentive to the Operator. Also a requirement for the cash equivalent of the Repayment Sum to be held as a liability fund in the balance sheet. This to include percentages over a range of liquidity levels to ensure cash is available for payouts.</p> <p>25. 'Consultation' only happens if there is a fee increase, or a change in our contracts. This is the limited interpretation of consultation where it appears in the legal</p>
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							<p>framework. In my experience, consultation, as in a Government consultation process, does not happen. The Operator runs the villages in an “us” vs “them” model. Residents should be ‘Stakeholders’ of the Operator. At present, Stakeholders’ views are not sought. This is also a welfare issue for Residents. The Operator should request and listen to Residents’ views. The Operator compromises Residents’ welfare, for what?</p> <p>26. Conflicts of Interest: Where any conflicts of interest exist these should be made public. Such as, Residents who are also shareholders, staff who are shareholders, staff who have family members in the village, where local Residents Committees include Residents who are shareholders, etc.</p> <p>27. Reporting Requirements for financial statements: At present, the financial reports presented to Residents are so conflated that</p>
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							<p>there is little useful information for Residents to query.</p> <p>28. Zero Waste in villages on refurbishments of units: units are often gutted in a refurbishment, and new carpets, curtains, plumbing, ovens, hobs, heat pumps, and dishwashers are installed. I would like to think the Operator disposes of the second hand components responsibly, but by judging from the contents of the skips, I suspect not.</p> <p>29. Reducing Green House Gases: [REDACTED] carbon offset payments are made offshore. Could all carbon offset payments be made to the New Zealand Government instead? This would allow programmed funding for initiatives within New Zealand. With the input of MFAT, payments can be made to legitimate and audited offshore initiatives.</p>
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								End
96909751	No	The computer would not allow a don't know option. Being an 84 yr old widow without family help it is hard to discern this.	Yes	<p>The unfairness of the pre 2006 Occupation Rights Agreements of 80/20 in my [REDACTED] Village. The Industry changed to a 70/30 Agreement (with no refurbishment or on-selling costs) in 2006 a few months after our arrival!</p> <p>In Jan 2018 I requested costings on my death in order to make my will and have my affairs in order. I was shocked then - \$80,000 refurbishment, 2% of selling price of \$960.000 (\$22,000), plus legal expenses & cleaning costs. TOTAL \$180,619. I complained but the company stated that I had signed up for this 15 yrs prior and refused my request to be put on the 70/30 agreement. Less than 2 years later in Nov 2019 enquiring into their transfer to an apartment offer to residents, their figures stated that refurbishment costs for my villa were now</p>	Yes			I hope to be heard, and given some early indication of justice being done, and that this will not become lost in some painfully slow process taking years

			<p>(\$111.000) a price rise of \$31,000! of course selling price & legal costs had also risen. My point being if I am still living in the village as a 90plus in age as is much more common now, my equity will be fully eroded due to these ever escalating costs and I will have no security, let alone peace of mind. My loved ones will receive nothing and may be forced to pay more. My husband & I paid \$383,000 for our villa in 2005. The present selling price has gone up to over \$1million in 2020.</p> <p>██████████ Village of a similar age to ██████████ where I live charge their 80/20 residents a capped Refurbishment fee of \$25,000 only and 2% on the PRICE THEY PAID for their villa on selling - much fairer, but such selling costs should be met by the owner. ██████████ state 10% of residents in their 5 Ret. Villages have these ORAs. I feel we are suffering exploitation and something must be done about these ever-escalating costs which are</p>				
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				robbing us and our loved ones of our hard earned equity.				
102081901	Yes		No		Yes			
96675001	No	The RVA/and function of the statutory supervisor needs to have a in dept investigation regarding their function. If you look who is on the board of the RVA . All operators of retirement villages. The vice chair, a lawyer who wrote our contract. Do u really think they will work against themselves? And the set up of those bodies was to protect residents?	Yes	See above	Yes	Yes	We are in a non profit village , however we have a commercial contract? I have seen other contracts from other non profit villages and they are so much friendlier towards residents. There are villagers who receive a valuation when the leave their villa. Pay only 10%. They are on an investment contract. We feel exploited because some of those people still make decisions how money gets spent. They like to keep as much money in the kitty as possible to make sure their estate gets paid	We have been ostracised because we stood up , all new contracts were breached. no help from RVA, ,statutory supervisor or lawyers they did not want to know.yes we went through the very complicated complaint procedures but only recommendations were made, which are not binding and did not happen. The Attraction of a non profit village was that all funds/ profits would be reinvested into the village, however they are in the bank to buyback the contracts on the valuation contracts. But is that fair for the people of today? we are the shareholders of this private village and as time passes the village is in need of other things then 36 years ago. For example new footpads / cafe onsite ect. How wrong were we. In the white papers u write about that people are not forthcoming with complaints so true because they can see the way we are treated. (we even had management warning new villagers to stay away from us and we received a letter that we could loss

							out, in our way of thinking not really fair	our licence if we continue to stand up for our rights and that if others .We can say so much more. if there is an interest in more regarding all those issues we have saved all documentation including photos.we are available to discuss further. In conclusion an in-depth investigation in the functions of the RVA and the role of statutory supervisors is desperately needed ASAP
97727401	Yes		No		Yes	Yes	judgements	<p>I think you are on the right track in obtaining a simplified complaints procedure with a suitable referee who can make binding judgements at NO COST to the resident. (Some exceptions such as vexatious complaints etc)</p> <p>AND</p> <p>That weekly fees should STOP when a unit is fully vacated (There should not be any fee what so ever past termination) and the money should be returned generally to an estate within the Month of a Death or departure to a Care home</p>
97300151	Yes		No		Yes			
95897801	Yes		No		Yes	No		

96856251	Yes		No		Yes	Yes	When the dwelling is sold the capital gain is not taken into account in our village. Our house could be sold at double what we paid for it but we only get 70% of what we paid for it.	
101960301	Yes		No		Yes	Yes	The fact that your outgoings continue until you the residence is sold and can take up to 1year to 18 months in some cases	Older villages are having to refurbish before they are sold on this should not be down to the resident when moving out
102148201	Yes		No		Yes	No		
101960851	Yes		Yes	Same as RVRANZ position on the White Paper	Yes			I appreciate RVRANZ and what you are doing. Last thing that annoys us is having to pay long term maintenance which I believe is an operators responsibility to maintain their own assets. They want us to pay \$1500 extra per year which will pay for past and future maintenance. They say that they had not thought if it before and suddenly realized that things needed attention.
98063451	Yes		No		Yes			I particularly like the point that the Deferred Management Fee is

								<p>actually an interest free loan to the Operator. I had never looked at it that way. I would like the term Deferred Management Fee removed from the Code and Act and Interest Free Loan substituted. That would certainly draw attention to the inequity of this clause especially if capital gain is not added to the loan when repaid. The biggest problem is the delay in the Capital Sum being repaid to the estate. Why does the Operator have to sell the villa/apartment to repay the Capital Sum? Reserves need to be set aside to do this in a timely manner - one month from the date the villa/apartment is vacated. The Operator has the money - it just has to stop using it for other purposes. The Statutory Supervisor represents the residents collectively. Who represents individual residents if the individual is unable or incapable to represent him or herself? Why should an individual resident have to employ a third party to represent him or her when the Statutory Supervisor would provide the same representation to a group of residents. Yes, we signed the ORA after going over it with our lawyer</p>
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								and we understood that the DMF is the price for living in a village with the security it offers and the social well being it provides. But as the White Paper points out, it is now time to review the Code and the Act and to move the pointer from favouring the Operator towards the centre so the Residents' rights are equally balanced with Operators' needs.
102216351	Yes		Yes	It would be helpful to get an agreement in all ORAs for all villages to move to fixed fees which in fact would also factor in the rates. It would also be helpful to have some changes around the "loss of equity " issue.	Yes	Yes	It would be helpful to get an agreement in all ORAs for all villages to move to fixed fees which in fact would also factor in the rates. It would also be helpful to have some changes around the "loss of equity " issue.	It would be helpful to get an agreement in all ORAs for all villages to move to fixed fees which in fact would also factor in the rates. It would also be helpful to have some changes around the "loss of equity " issue.
101922201	No	For retirement villages that are owned jointly and operated by the residents on a not for profit basis, residents should be exempted from the proposed resale and buy back proposals, including	Yes	There is a conflict of interest between the retirement village Owner/Operator and the Statutory Supervisor because under Clause 38 of the Act the latter is currently selected, appointed and paid by the former. The Statutory Supervisors primary responsibility under Clause 42	Yes			In order to ensure that they are independent of the Owner/Operator, Statutory Supervisors should be paid a legally prescribed fee levied from residents' weekly fees. The prescribed fee should be paid by the Operator to a government fund and disbursed to the Statutory

		<p>guaranteed time frames for buy-backs and interest payments during vacant periods.</p> <p>Under a resident owned retirement village model the resident receives all the capital gain and is responsible for determining the selling price. In setting the selling price he/she alone is responsible for the 'price elasticity' of demand for his/her Unit and hence the time frame for the re-sale. Operating costs in 'independent lifestyle' as opposed to 'aged care' retirement villages do not reduce when a resident vacates a Unit and therefore, for 'resident owned villages any percentage reduction in weekly fees is</p>	<p>of the Act is essentially to protect the interests of residents. To ensure that the Statutory Supervisor is not influenced by the Owner/Operator he should be:</p> <p>a) Selected (from authorised lists) by the Residents Committee, appointed by the Retirement Commissioner and paid from funds levied from the Operator by the government.</p> <p>b) Responsible for reporting, annually in terms of Clause 42(c) of the Act, directly to the village Residents' Committee, the Operator and the Retirement Commissioner and not via the Operator. The Statutory Supervisor may then, in terms of Clause 43 of the Act, direct the Operator to remedy any deficiencies that contravene any provisions of the Act notified by him or to him by a Residents' Committee.</p> <p>He who pays the piper calls the tune – and at present Statutory Supervisors are beholden to the Owner/Operator for their</p>				Supervisor by authorisation of the Retirement Commissioner.
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		inappropriate and fees should remain at 100% until the date of transfer of ownership.		selection/appointment/payment and thus cannot be 'independent'. My experience as a resident is that my concerns about the Owner/Operator, when expressed to the Statutory Supervisor have subsequently been discussed between him and the Owner/Operator without my knowledge or presence so that, it appeared, they could decide between them how to address them, influenced by the Owner/Operator's concern to ensure that his commercial or reputational interests are not adversely affected and so that, eventually, they could respond jointly, simultaneously and condescendingly. Individual residents are comparatively powerless either as whistle-blowers or individual complainants, faced by both such powerful adversaries acting in league with each other, and fear alienation at best or, at worst, being covertly driven from the village.				
98354001	Yes		No		Yes	No		It is 100% vital to engage in a complete review of how things

								currently stand in Retirement Villages. I've been living in one for over 10 years, at age 65 now, I can see many rights, restrictions and problems with ORA style contracts. These things were not obvious to me 10 years ago. Please go forward with the review AND more importantly make sure relevant ministry can enforce changes as we as individuals are powerless, we cannot just move on, we cannot sell up. Our families are given false information when we die or move into rest home care. I really appreciate the efforts of all those involved.
101032072	Yes		No		Yes	No		
100462451	Yes		No		Yes	No		This should be completed in a timely manner so all parties are informed of results as soon as possible. Please keep me informed,
101981851	Yes		No		Yes	No		
102016901	Yes		No		Yes	No		Because of the extensive use of internet communications, it is suggested Village be required to publish EMAIL ADDRESSES, for use within their Village environment
101961351	Yes		No		Yes	No		

10199565 1	Yes		No		Yes	No		Many thanks to the Association for all their efforts on behalf us residents
10126965 1	No	If they do not have the internet Residents must make a trip to the library to find a copy of the White Paper in a paper tray holder on a shelf, and unless you frequent the library there is no way of knowing this information is available	Yes	When a Resident goes into a care facility and not able to pay the government steps in after a means test and provides financial help. With the increase to retirees the government will be paying to owners millions in the future.	Yes	Yes	Question 2	No
97554251	Yes		No		Yes	No		No
10220225 1	Yes		No		Yes			
97590351	Yes		No		Yes			I think the weekly fees should be stopped when a resident vacates their apartment. Our Village offers prospective "buyers" a period of "no Maintenance fee". To have existing residents pay after they relinquish their apartment is not fair in these circumstances.
97684301	Yes		No		Yes			We moved into our independent living village in April 2019 and it is only once we moved in we began to realise the long term implications of our decision. It would be good to

							<p>have a website that could give important information in one place for prospective buyers to read and discuss before purchasing so they make a fully informed decision. Most residents in our village felt they were seen as \$ signs, not people, and we all arrived here excited for our future wearing rosy coloured glasses. Unfortunately this has not lasted. There is a proposal that our 75 unit village is now being extended to 200 units, with the same community facilities being offered. This is a radical change to what we signed up for. There is a meeting here on Thursday Dec 17th between residents and the village management so we can understand what is happening. Early disclosure for such an important variation is expected but we have had to fight to get information. There appears to be a lack of respect once a resident is in the village but not even prospect buyers are being given this information based on comments from recent arrivals.</p>
102035851	Yes		No		Yes		
97203051	Yes		No		Yes		Thank you. This White Paper is a beacon of hope for those in

								retirement villages. I have lived in [REDACTED] for over 8 years. It is one of the best, but the issues you raise are of deep concern. Thank you. I am available for further comment if this would be useful.
99945301	Yes		Yes	Who pays for repairs or maintenance of home appliances supplied by the village operator?	Yes	No		<p>The suggestion that weekly fees might be halved after three months from vacating the unit and cease after six is not strong enough. The fees should cease immediately upon the the resident's vacating the property or the expiry of their period of notice, which ever is later. Some operators already do this.</p> <p>The Retirement Village industry has been cynically (but not inaccurately) described as "farming the elderly". A review and major shake-up of the sector is long overdue. The White Paper is well written and makes excellent points.</p>
95828501	Yes		No		Yes	No		
101959351	Yes		No		Yes	No		
97725301	Yes		No		Yes	No		no

10196370 1	Yes		No		Yes			there are some other issues relating building standards for retirement villages that need addressing (e.g. need for rear doors that code does not require)
98890051	Yes		Yes	<p>1, Consultation with residents requires more clear definition. There appears to be an assumption by our operator that consultation with a member of the Residents Committee is sufficient. There needs to be a far wider definition including enquiring if any resident desires to comment.</p> <p>2. The financial statements provided are generally useless. Residents pay a weekly fee (Monthly) for those items identified in the contract such as maintenance (exterior), amenities (swimming pool), Depreciation and others. It would be useful to have a financial statement showing what was received from weekly fees and how that was spent on the intems detailed in the contracts together with the subsequent surplus or deficit. While it may be of interest we</p>	Yes			<p>There is a clear lack of urgency by operators in reselling units. For this reason there needs to be a financial incentive on them to pull a finger. After six months vacancy they should be obliged to repay the former resident. Our operator ceases weekly fees on vacation - this should be universal. This would be another incentive</p>

			<p>are not really entitled to know if the company is showing a profit or loss overall. That is their business. However if they want continuing sums of money from residents then they are entitled the have an accounting of this.</p> <p>3. There are continuing disagreements about what internal maintenance is payable by the resident under the contract. Is it fair or even correct that the power motor for an automatic garage door opener that reaches its useful life and requires replacement should be the responsibility of the resident. The unit has an estimated life of 10 years, the resident may be the third or fourth resident using that opener and is unlucky to be the one when it goes caput. That is the first point. The second is - is the door opener an interior fitting (it is of course inside) as it is an integral part of the exterior - the door. Additionally if an operators chattel(as detailed in the contract) requires repair then it is</p>				
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				accepted that is at the cost of the resident but if it requires replacement then should that not be at the cost of the operator.				
101999551	Yes		No		Yes			
96026901	Yes		No		Yes			<p>The three areas of main concern for me are:</p> <ol style="list-style-type: none"> 1. The resale and buyback process of a residence in a retirement village: an improved guaranteed timeframe for buy-backs and a sharing of any capital gain through a sale by the village operator of the vacated residence with the resident (or resident's estate) would appear to produce a more balanced relationship. 2. A greater limitation in the period of time of weekly administration fees that are payable after vacation of the residence would result in a fairer process . 3. More flexibility, and a clearer outline of the transfer process from independent living to a higher level of care within a retirement village is needed. This is particularly important if the transfer process

								requires more financial responsibility on the part of the resident.
101980601	Yes		No		Yes			
102008251	Yes		No		Yes			
101913251	Yes		No		Yes			
98201451	Yes		No		Yes			
101968801	Yes		No		Yes			A need for urgency as the current system is a Rip Off f residents in favour of owner investors
97822051	Yes		No		Yes	No		<p>I am a resident of [REDACTED] Retirement Village situate at [REDACTED]</p> <p>I support all the recommendations in the paper's initial summary and throughout the paper. However, I wish to make the following additional comments.</p> <p>I believe that the best way for me to make my feelings known is to show how living in a retirement village affects me. I also wish to state at the outset, that I do not regret having moved into [REDACTED] Village, especially as I have now lost my wife.</p>

							<p>I have lived in the village since August 2001, about two years before the 2003 Act came into force. I moved into the village with my wife, but she passed away on</p> <ul style="list-style-type: none"> June 2020. I live in Villa 1, a stand alone house, but initially my wife and I lived in another house in the village while our house was being built. We moved into this current house on May 2002, but the Occupation Licence was not signed until July 2002. The Occupation Licence was viewed by our solicitor before we signed it, but whatever reservations he may have had were irrelevant as we had already moved in. Our licence is known as an 80/20 contract. <p>Village is owned by [REDACTED], which in turn is owned by the [REDACTED] - situated in [REDACTED]</p> <p>Since we came into the village ownership of the village has changed several times.</p> <p>Under the terms of our Occupation Licence, on leaving the village the owners of the village retain 20% of what we paid for the licence (a little</p>
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							<p>over \$321,000) and on the face of it we get 80% of that amount. However, from the 80%, under the terms of the contract there are other significant deductions, namely 2% plus GST of the price that the villa ORA will be resold for (currently in the region of \$1,000,000) plus the cost of refurbishment (currently estimated at \$85,000) plus [REDACTED] legal costs on settling with me, or my beneficiaries and also settling with the incoming purchaser. There are other possible deductions under certain circumstances.</p> <p>When we came into the village we had the option of paying another \$10,000 up front which would have entitled us to 50% of the capital gain. However, I have heard there have been some arguments with outgoing residents as to how the capital gain is calculated. We had used most of the money we had sold our previous house for to buy into [REDACTED] and did not have another spare \$10,000, so could not take up that option. It did not appear to be a major difference at that time as costs were low and capital gain not that great.</p>
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							<p>In 2006, 4 years after we had signed the contract, the rules changed. Anyone coming into the village after that time is on a 70/30 contract. Under that deal, on leaving the village, the resident will be paid 70% of what was paid for the licence, with no further deductions. [REDACTED] of course retains the other 30%. In other words, the resident knows right from the outset, what he, she or they are getting whenever they leave the village. Those on the 80/20 contract do not know what they may get.</p> <p>I have been in discussions with [REDACTED] over this matter and on 1st October 2020 I was sent a letter with the estimate [REDACTED] calculates I would have received at that date. They used a resell estimate of \$960,000 (although they have been selling villa licences for over \$1,000,000), a refurbishment figure of \$90,000 and legal fees of \$1,500. Their estimate comes out at \$143,718 from the amount I paid of \$321,623. A gain to [REDACTED] of \$816,282, on their figures. If I was on the 70/30 contract I would</p>
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							<p>receive \$225,136.10, a difference of \$81,418.10.</p> <p>It is not possible to know what the future of real estate is nor what my life expectancy might be, but if we assume some years ahead a resale figure of \$1,500,000 and refurbishment costs of \$150,000 with legal costs of \$3,000 and assuming GST remains the same, then I or my beneficiaries would receive \$69,798.40. That is 21.7% of what I paid compared with 70% if on the 70/30 contract.</p> <p>(Theoretically, if costs and prices continue to escalate and I live long enough, under the 80/20 contract I might be liable to pay Arena to leave the village!)</p> <p>As mentioned, I have been having discussions and correspondence with Arena. I have said that in my view the contract we had signed was grossly unfair and could be construed as an unfair contract in terms of the Fair Trading Act. Their reply is that if I had taken up the capital gain option I would be better off than under the 70/30 contract. I have been arguing that they have already set a precedent for having</p>
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						<p>all those on the 80/20 contract revert to the 70/30 one, by offering at least one [REDACTED] resident on the 80/20 contract, settlement (in due course) in terms of the 70/30 one. (I have seen and have a copy of the actual offer). What is more, that person also did not take up the capital gain option.</p> <p>As a result of my talks with [REDACTED] they have made a concession. They concede that asking for an additional 2% of what they will sell to an incoming resident for is unfair and they are now prepared to waive that 2% demand. In addition, they have lowered the estimated refurbishment cost to \$85,000. This increases the estimated settlement figure to \$170,798, but which is still nearly \$55,000 below the 70/30 figure. Given that I still feel that the 80/20 contract is unfair and that they have agreed to settle with at least one resident on a 70/30 basis, I have been holding out for a similar settlement.</p> <p>Back in the 1960s, Southern Cross Health sickness policies contained a clause whereby the company could not increase premiums on account</p>
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						<p>of age. Southern Cross petitioned the government saying that that condition was grossly unfair. As a result, the government introduced legislation allowing the company to change existing contracts to enable it to increase premiums on account of age. I submit that the government could introduce similar legislation to force retirement village owners to mitigate unfair Occupation Licences.</p> <p>As a matter of interest, [REDACTED] Village contracts are 80/20 contracts with no deductions on final settlement, other than the 20%. (Ironically, the mother of [REDACTED], is in a [REDACTED]</p> <p>[REDACTED] has advised that within its villages the total number of Occupation Licences under the disputed 80/20 regime is 180 of which 40 have included the capital gain option. Even if those 140 contracts were switched to 70/30 terms, [REDACTED] would still be making a substantial capital gain.</p> <p>Which now brings me to the question of refurbishment costs. If</p>
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							<p>settlement is on a 70/30 basis, the cost of refurbishment is not an issue. But under the 80/20 contracts it very much is an issue, even though there are various contract wordings. [REDACTED] seems to be arguing that it can include the additional costs of upgrading. My contract does not read that way. For example, [REDACTED] claims that when I leave my villa it can put in modern lights in the ceiling. There is absolutely nothing wrong with the existing lights. There are various other points of contention in its interpretation of, "refurbishment". The definition of "Cost of Refurbishment" under my contract is, "the cost of restoring... to an as new condition". So unfortunately this becomes another potential battle.</p> <p>Similarly, there are ongoing discussions between the residents and Arena as to what they can charge for repairs and maintenance, and also what residents are liable for, or should be liable to pay for. Should residents pay for the cost of maintaining the value of the owner's assets on which it will make a profit when selling? I understand</p>
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							<p>that other village residents are going into these aspects in more detail and I support their submissions.</p> <p>I am more than willing to supply a copy of my Occupation Licence should it be required.</p> <p>I agree that the Retirement Villages Act 2003 badly needs overhauling. The statement, as quoted in the New Zealand Herald of 3rd December by [REDACTED], [REDACTED] of the Retirement Villages Association, that, "We as an industry don't see any need for big changes," in my view is so very wrong.</p> <p>On 12th November 2019 the High Court issued its first declaration under the Fair Trading Act 1986 that terms in a standard consumer contract are unfair. It was a case where the Commerce Commission took proceedings against Home Direct Ltd. claiming that certain terms in its standard form contract were unfair. For a term to be unfair it must meet three requirements:-</p> <p>a) The term would cause a</p>
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							<p>significant imbalance in the parties' rights and obligations under the contract.</p> <p>b) The term is not reasonably necessary to protect the legitimate interests of the party who would be advantaged by it.</p> <p>c) The term would cause detriment to a party if it were applied, enforced or relied on.</p> <p>I submit that similar requirements should be included in Retirement Villages legislation. The wording would probably have to be amended slightly to cater for ORAs, but should protect the party, i.e. the resident, who has limited bargaining power.</p> <p>In another case involving an elderly lady and exorbitant credit card charges, the Financial Services Complaints Limited, held that, "fair trumped legal". Again, equity wording could be written into the new Act.</p> <p>I agree with the suggestion that there should be someone to hear complaints from residents at no</p>
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							<p>cost to the resident. The Statutory Supervisor currently is very limited in what it can do for residents. The Retirement Commissioner would be better suited in this role, or perhaps a new appointment.</p> <p>Onerous clauses in contracts requiring residents to pay for such things as arbitration should not be permitted.</p> <p>I believe that ORAs should clearly set out not only what the resident is liable for, but what the resident is not liable for, particularly in relation to maintaining the upkeep of the residence both inside and out. Except in the case of deliberate damage or gross negligence, the resident should only be liable for consumables such as light bulbs or heating elements, which can be replaced singularly. There seems to be some conflict in my ORA as to what I am liable to pay for.</p> <p>The monthly fee includes the cost of the village owners' staff, including maintenance staff. I suggest therefore, the village should not be able to charge for work done, such as the labour cost</p>
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								<p>in replacing light bulbs if the resident is incapable of carrying out that chore.</p> <p>If the resident is responsible for paying for any work done, then he or she should be able to nominate their own tradesperson or alternatively obtain an independent quote.</p> <p>As mentioned, I believe that the Retirement Commissioner or other authority should have powers to look after residents’ interests. I also believe that ministerial responsibility for retirement villages should be under the oversight of the Minister for Senior Citizens not the Associate Minister of Housing.</p> <p>In conclusion, I reiterate that I support all the recommendations made in the paper. Therefore, I do not propose listing them here.</p> <p>██████████</p>
96053251	Yes		Yes	Occupying a house in a retirement village is usually covered by an Occupational Right Agreement or Licence to Occupy with weekly fees payable. These are effectively	Yes	Yes	As above	In relation to cessation of weekly fees on termination of occupancy, some of the larger Retirement Village Operators already have a fair policy where the fees stop after three months. Some also have a

				rental agreements but there is an unfair difference. In a rental agreement the Landlord pays for internal maintenance of fixtures and fittings that form an integral part of the house (e.g. hot water cylinders, stove tops, ovens etc). Under an ORA or LTO agreement the occupier is responsible for maintenance or replacement of these items. This is totally unfair as the occupier does not own the house or unit and does not benefit from any capital gain. The village operator also keeps up to 30% of the original unit price which would more than cover these maintenance costs. It is particularly unfair when the unit is not new or has not undergone any refurbishment when the occupier moves in, which means some fixtures and fittings would need replacement within a short period of time.				policy on repayment of equity within a definite time frame. There should be a consistent fair policy applied by all Operators.
101913001	Yes		No		Yes			Keep up the good work
96750201	Yes		Yes	Uniformity of contracts in the same village	Yes			Where to go for independent advise?
99854901	Yes		No		Yes			The capital gain should be shared, the amount of which should be

								determined as a fair proportion for the outgoing resident. Furthermore, I think it is only fair if the operator should stop charging village management fee once the premises is vacated and returned.
97471752	Yes		No		Yes			
102165201	Yes		No		Yes			As I pointed out in the quick survey, retirees have few options at a certain time in life. A quality home in a retirement village is one of the best options. Sadly retirees can be exploited and are. Therefore we whole heartedly support a full review of the retirement Villages framework.
102030301	Yes		Yes	Clause 62.9 of the Agreement refers to a situation where the exit valuation is less than the entry payment whereby the resident is required to meet the full cost of the difference. This loss should be shared equally between the resident and the Village owner. The provision is quite unfair as it is.	Yes			
101137101	Yes		No		Yes	No		
95984501	Yes		Yes	In normal real estate transactions there is a settlement date and fixed costs	Yes			Good luck!

				after that date are the responsibility of the new owner. Surely the same should hold for ORAs, where in this case the new owner is the operator. It is unfair to charge corporate management fees after a resident vacated a residence. This cost is surely covered by the DMF. And the sharing of capital gains/losses is long overdue.				
95891301	Yes		No		Yes	No		No
97595651	Yes		Yes	<p>1. The RV sector needs an equality opportunities, anti-discrimination policy and code.</p> <p>2. There needs to be more input about RV residents who are sliding into self-neglect in Villages where Management say they have no responsibility for care. There have been several instances in the RV where I live over the last 5 years where Management have refused to contact next of kin or GP and have used privacy guidelines to block concerned neighbours and friends having access to information which</p>	Yes			At a time when homelessness is such a scandal, I doubt that the issues you raise will be seen to be priorities.

				would have enabled them to contact next of kin or GP.				
97874951	Yes		Yes		Yes	Yes		80/20 contract signed in 2002. One set of owners (at least six changes in the 20yrs I've been here) said it would be changed to 70/30, never happened. I worry there will be no equity left in my estate. Once I was proud to be well and healthy, and live for at least another 10yrs, not now, as the cost of refurbishing has skyrocketed.
95920751	Yes		Yes	<p>1.Although implied the paper does not actually say that residents are trapped. 70% of purchase price will not be sufficient to purchase elsewhere, should the need to move arise. Circumstances do change.</p> <p>2. Continued weekly fees even for 3 months can be an extreme hardship if the resident goes into care. Double fees and lack of capital gain, mean a lot of residents will reach the financial situation where they will require Government assistance. Double fees can continue for 7 months. As the number of seniors is growing this will be a very large</p>	Yes			You covered the things that matter to us.

				drain on the Government purse, while owners/operators make hundreds of thousands from each unit sold. We feel this could be pointed out more strongly to the Government, as changes would save a considerable amount of subsidy.				
102161101	Yes		Yes	<p>Agreements . I think these are in some cases just carried over from one operator to the next.</p> <p>Surely legally you can't do this.</p> <p>I don't think it's legal for new operators just to take over the last owners Agreements. These should be rewritten and spelt out clearly. it's the verbal interpretation that gets warped.</p>	Yes			<p>Managers of villagers seem to be in the job with no training ,people skill, or have no Job descriptions. I think we deserve better.</p> <p>At that rate anyone can take this job and anyone can walk into a very likely position for fleecing us and worse .</p>
101956301	Yes		Yes	Changes to the Code arising from this review must be applied to existing residents with ORAs and not just to those signing new ORAs	Yes			The most urgent changes needed are in those described as options under the heading "Resale and buyback times" of the Executive

								Summary and Part 6 of the White Paper
102202101	Yes		Yes	Believe that progressive retrospection should be incorporated into the review.	Yes			These matters are becoming increasingly important as the population ages and the economic climate changes to the extent that the ageing population has almost become the forgotten tribe notwithstanding their contribution to society.
96632101	Yes		Yes	The legislation regarding insulation which states the conditions for people with a license to occupy are the same as those who own their own homes. This is not something that the lawyers warn people about in my experience and seems to be a law that is not commonly known by village managers.	Yes	No		Yes I think the one thing I have noticed since we came here is that a meanness prevails in most aspects of the running of the village. I guess this is what is called "the bottom line" and is common place.
96084051	Yes		No		Yes			I strongly agree that residents should be entitled to receive a portion of any capital gain when they exit.
97561401	No	Need to be fairer and equitable with all issues - not favouring Owners/ big corporations for shareholders profits.	Yes	resale value needs redefining. Purchase price is relied on to find the resale value - except where necessary and important modifications are made after living in the Villa. E.G. Hand rail in the shower for health and safety reasons.	Yes	No		All COP and other documentaion is weighted heavily in favour of the Owners. There should be a time limit for how long full fees can be charged after the Villa becomes untenanted. The profits of the larger groups owning these Villages

				After we had ours installed, which we paid for - the owners installed them in all their shower units in the pool area, again for health and safety reasons. - Laying of a concrete terrace (about 12/14 metres big) to provide a relaxing area. We paid for this. The only other terrace is somewhat smaller and not usable 12 months of the year. The installation of both items have added both monetary value and practical value to the Villa. Villa purchased with a built up wooden vege garden - supposed top soil was put in these ??????? rubbish. Heavy clay mixture. The soil is now showing benefit of compost, green crops and working to improve the soil. Again value to the Villa				show there is again no real thought or care for the Tenant/residents
96095051	Yes		No		No	No		Good coverage. especially the movement up to greater care. When we went here this subject was not explained fully or I did not understand it. If IF improvements to regulations can be made without a full scale revue that would be good. Just strait exiting does need looking at. I have seen refurbishments take

								exorbiting times which in no way was the fault of the exiting resident. Continuing maintenance and running costs should not be a cost of exiting resident.
102032352	Yes		No		Yes			
100806651	Yes		No		Yes	No		<p>I agree that residents should not have to continue to pay fees when it is the Managements choice to delay renovation, or do excessive , unnecessary renovation, or to choose not to market the property in a timely manner. Only 3 months at full fees and a further 3 at a reduced rate seems a more acceptable proposition. No fees should be charged after 6 months as we are continually being told there are waiting lists and a shortage of properties available. This will encourage villages to sell off existing properties as well as new ones.</p> <p>There should be provision for compulsory communication of additional financial charges within the village. i.e. We have recently found we are being charged for the "Handy Man" to do tasks for the residents which were formerly done gratis, as part of the service. Maybe</p>

								a document stating the duties of the concierge and handymen, as they relate to the residents, could be added to the contract or information pack for new and existing residents.
95898701	Yes		Yes	Repairs to chattels that remain the property of the operator should be the responsibility of the operator.	Yes			<p>Resale and buyback timeframe to be capped at three months and include interest and a fair proportion of the capital gain.</p> <p>Weekly fees should be terminated on vacating a ORA unit.</p> <p>Operators to fairly push the sale of older vacated units equally with the sale of new units.</p> <p>Equity on vacated units to be transferred to care/hospital units without delay.</p> <p>Lack of complaints function to be addressed.</p>
102136301	Yes		No		Yes	No		No
103839801	Yes		Yes	There is a reference to transfers from an independent apartment to a serviced one, but no mention of the case where a resident wishes to transfer from one independent apartment to another. This is	Yes			Clarity of language is also an issue. One ORA I saw was written in plain English and clearly intended for easy comprehension, while another was in legalese where the purpose seemed to be to obfuscate.

				probably less common but can happen for a variety of reasons, and the terms and conditions which would then apply should also be clearly stated in the ORA.				
103766051	Yes		No		Yes			Village management needs to listen more attentively to residents. They are the ones who experience life in the village each day and are aware of the needs of the village.
102331401	Yes		No		Yes	No		Congratulations on the quality of the white paper - quite outstanding.
102363401	Yes		No		Yes	No		
103749951	Yes		No		Yes	No		Good Work
103338301	Yes		No		Yes			
102267151	Yes		No		Yes	No		No
102892601	Yes		No		Yes			
103575351	Yes		No		Yes			
102246151	Yes		Yes	Page 13 refers to the valuation of units and comments that as retirement units are not traded on the open market and valuation by association is not possible. This means the purchaser has no benchmark to determine if the purchase price	Yes	No		At present there is no requirement for the seller of a unit to disclose the standard of a unit with respect to the standard required by the Building Code . A disclosure of defects, by the seller, such as wall and roof insulation would enable

				is reasonable. The seller sets the price and the buyer can take it or leave it. Is there a mechanism that makes it apparent to the buyer the basis of the asking price/				the buyer to assess the acceptability of the unit.
10242745 1	Yes		No		Yes			<p>1. I see the protection of aged people who sign an ORA as a top priority, because:</p> <ul style="list-style-type: none"> • In practice, they cannot negotiate an ORA. Most Operators have standard terms weighted heavily in the Operator's favour. Incoming residents generally have decreasing energy, health issues and few alternatives to a retirement village. Moreover their health is uncertain and may lead to a need for enhanced care. • Some Operators already make voluntary concessions, such as paying out a vacating resident before contractually required to. This amounts to an admission that residents are not adequately protected by the terms of the ORA. <p>2. I would like to see Operators firmly regulated because:</p> <ul style="list-style-type: none"> • The balance of power is very one-

							<p>sided. A major listed company on the one hand has vast resources for litigation; against a resident eking out end-of-life savings and virtually compelled to accept the terms offered.</p> <ul style="list-style-type: none"> • The incentive for the Operator will be to maximise profit, thus maximising valuations despite a resulting delay in selling or paying the vacating resident. Against the profit imperative, I believe that operators will act ethically only when obliged to. • The RVA maintains that the ability to delay payment to vacating residents is needed because there might be cash flow problems. However it is their responsibility to manage their financial risks like any other business. It is not acceptable to allow them to transfer risk to residents for their own comfort. <p>3. The White paper does not favour a revision to the Code of Practice, in favour of a complete overhaul. However the Code of Practice could be amended by the Minister, would override oppressive terms of existing ORAs and partially remedy</p>
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								many of the current problems. A comprehensive review and amendment could take 3 – 5 years, while the average life expectancy of the residents is about 8 years. Therefore I ask that an interim remedy via the Code of Practice be considered.
103564301	Yes		No		Yes			
103643151	Yes		Yes	There should be no unfair obligation on residents to maintain fixtures, fittings and chattels owned by the operator.	Yes			
102256701	Yes		No		Yes	Yes	Residents estates should not be required to pay the fee for between 3 and 6 months, even at a reduced rate as the property is unoccupied therefore no wear and tear. Management/village operators need to be more proactive and efficient in bringing properties up to resale standard with fees ceasing	

							immediately the property is ready for resale and not when resold.	
103106051	Yes		No		Yes	No		
103613451	Yes		No		Yes			
103161101	Yes		No		Yes	No		
103663901	Yes		No		Yes			
103595551	Yes		No		Yes			Anything that brings balance to the rights of the occupants is grossly overdue.
102491951	Yes		No		Yes	No		<p>It appears that Investment Funds with currently Overseas funds some of which are "Pension" funds have and are finding New Zealand good pickings for short term investment at the cost of owner/operators (in the disguise of being 'I touch' with the needs of their NZ residents) imposing their own interpretation on Occupational licences. The OLA's are fraught with inconsistencies and are in the Operators interest to 'do it on the cheap' towards maintenance (tart it up , sell it off and move on) . With a substantial gain .</p> <p>Targeting older Retirees will a much</p>

								shorter life expectancy. Build New flasher Retirement Accomodation to enlighten the next Operator to have an advantage to the future move of Apartment only dwellings as land in New Zealand become scarce. The Rule (THE LAWS of NZ and it's Government) need to be strongly robust and if in anything in New Zealand favour. This Governments review of the Retirement Villages Act needs to be bold and in the interest and care of its people . Both major parties and smaller groups need to be aligned as one whole Government in something that has - is - and WILL affect even past Voters , current Voters and those under the current age to Votes . This action is for New Zealanders as a whole not any self interest.
102603051	Yes		No		Yes			
102526501	Yes		No		Yes	No		Only that I am very encouraged that the organisation of the NZNRVA is undertaking this major review - I trust all members will support and be ion a position to back this survey .
103549201	Yes		No		Yes			This is well overdue and would make a retirement village a better place to be. Many families will not

								allow their parents to go into a village because of the unfairness of the exit clauses
10358760 1	Yes		Yes		Yes	Yes		
10380520 1	Yes		No		Yes			I strongly feel that a revision of the original framework established for Retirement Village Owners and us, as Occupiers, should be undertaken to gain a more equitable/fair situation .
10225335 1	Yes		No		Yes	Yes	The issue of continued payment of the weekly charge for 3 and up to 6 months, even at a reduced rate is unfair to residents/estates. Three months must be the maximum and at a reduced rate as there are no residents in the property causing wear and tear. Operators need to be more efficient and proactive in preparing units for resale. Fees should stop immediately a unit is ready for	Well done to everyone for the work done so far.

							resale, not when resold.	
102392101	Yes		No		Yes	No		I am grateful that this White Paper has been undertaken as there have been many issues outstanding for some time.
103417451	Yes		No		Yes	No		No the white paper is very comprehensive. Thank you, well done.
103797101	Yes		No		Yes			My biggest concern is the time taken for operators to on-sell units after they have been vacated. A maximum time should be set after which the operators should be liable for interest on money owed.
102407001	Yes		Yes	Advising the condition of buildings with longstanding noise pollution issues, bad long term maintenance, no rights re quiet enjoyment with refurbishment.	Yes	Yes	There are loose or no disclosure of noise, neighbourhoods or the fact the refurbishments do not have to be bought up to Code, unless new. Failure to out in double glazing and/or insulation very poor. Many Residents suffer noise pollution without any relief. New	It's wonderful that this is taking place. I have a good legal background, but to the ordinary Resident it's hard to follow. Surely some discussion/workshop scenario could be undertaken.

							Residents have no clue of future Refurbishments that effect them until it happens after occupation.	
103407201	Yes		No		Yes	No		No thanks
102539351	Yes		No		Yes			This review is long overdue from the point of view of residents.
102900851	Yes		No		Yes			The white paper is an excellent one and should be taken seriously. The retirement village industry is in dire need of further regulation to create a uniformity of practice and protection, particularly with reference to: 1. a guaranteed timeframe for return of equity; 2. options to restrict weekly fees after a resident vacates a unit; 3. residents getting the benefit of capital gains on sale; 4. the cost of transfer from eg. an independent unit to a serviced apartment - as the white paper describes it, a form of exploitation.
103602301	Yes		No		Yes			
103738751	Yes		No		Yes			I believe any issues have been covered fully
103604351	Yes		No		Yes	Yes	see answers to question 5	Attention needs to be given to departure policies especially regarding pay-out time at present

								far too long potentially and to clarify re responsibility in the property
102249804	Yes		No		Yes			
102911351	No	No discussion at all with our Retirement Village Residents we were not canvasses or consulted at all	Yes	No set time for money to be paid out after vacating villa - some retirement villages residents families can wait up to 18month-2years plus for final settlement.	Yes	Yes	Time frame RE sale and settlement resident's villa Internal maintenance upgrades - timeframe say - 10years. Replace meant of internal appliances - costs to be shared. Monthly fees to be fixed for life. Share of capital gain say: 20%?	The ACT 2003 REQUIRES URGENT UPDATING.
102954101	Yes		No		Yes			It is time for urgent review
103606901	Yes		No		Yes	No		We note that Section 6 of the Act states that all villages are required to have an internal complaints facility. Our experience has been, that every

							<p>time a complaint is made, the Village Manager runs off and engages a lawyer</p> <p>We suspect that these costs will be passed on to residents somewhere in the system.</p> <p>Is this not outside the requirements of the Act?</p>
103863401	Yes		No		Yes	No	<p>Overall it appears the original legislation swayed more towards the Village owners rather than the residents (especially because several points only are applicable when the resident dies)</p>
103400051	Yes		No		Yes		<p>Currently the village owners are operating an extremely profitable model. And there doesnt seem to be a very effective complaints process.</p> <p>Residents should be entitled to more / more enforceable processes</p> <p>Suggest need to make it (retrospective) mandatory that the after vacating a unit, the weekly fee is reduction after 1 month and for the weekly fee to stop after 6 months (villages need and incentive to put reselling villas on a par with newer units). Otherwise have a</p>

							<p>guaranteed time frame of buyback (somewhere in 3 to 6 months).</p> <p>Where appliances etc are supplied by the village, the village should be responsible for the maintenance costs.</p> <p>Villages should also return some of the capital gains to the resident upon sale of that unit.</p> <p>Village residents should be able to appeal to a more effective complaints body.</p>
103499851	Yes		No		Yes	Yes	<p>I think all of the points raised in the white paper should be reviewed. There is no incentive for the operators to move quickly to do up the houses and move new residents in when they continue to have the use of the vacated residents ongoing payments.</p>
103766351	Yes		No		Yes		
103111751	Yes		Yes	I realise the main issue is to lock these retirement homes into a fairer exiting strategy but the time here to reoccupy the vacant homes is nothing short of scandalous.. I realise this is a big ask but the style of management for such a critical	Yes		<p>For over 12 months Ive been trying (without success) to find out who is running this place() and it is nigh on impossible to find out. I came here to make life easier but the first thing I have to do is to pay \$80 monthly to mow my lawns as</p>

				section of the community is to be found wanting i many instances.				the current contractor and manager refuse to oversee this comittment to the residents, Some 7 others that Im aware of have to do the same. When asked for a refund of the monthly fee we are charged I was categorically denied help for this. This is just 1 of the iunresolved issues.
10335905 1	Yes		No		Yes			
10378785 1	Yes		No		Yes			
10355105 1	Yes		No		Yes			
10360685 1	Yes		No		Yes	No		I believe that the White Paper as it stands will achieve the quickest and best result.
10272625 1	Yes		No		Yes	No		Whatever happens the legislation should be equally fair to all parties that it affects unlike the present legislation.
10374050 1	Yes		No		Yes			no
10301270 1	Yes		No		Yes			no
10338065 1	Yes		No		Yes	No		I replied no to Q 4 as I think the White paper covers issues that are of concern at the moment Situation is of course very fluid but great job
10362795 1	Yes		No		Yes	No		This is a well thought out paper with all issues addressed. By

								continuing to charge weekly fees after a resident has vacated means the operator can just take their time renovating and selling it.
10360235 1	Yes		No		Yes	No		There are issues with residents wishing to downsize from say a villa to an apartment due to a loss of a loved one or due to medical grounds. This can be done, but at exorbitant cost to the resident. First, they receive the reduced funds from the sale of there existing residence then they have to purchase the proposed apartment at a hugely increased cost. Unless the resident is very wealthy, it cannot be done. Surely if a resident has been a long time resident, there should be no extra cost involved for the change over except some office fee.costs. We , the residents are your assets not your enemies.
10319325 1	Yes		No		Yes			Pleased to be kept informed of changes in rules and conditions of sale and charges and rules about moving into full time care
10222760 1	Yes		No		Yes			Thank you so much for raising these issues and hopefully bringing the changes needed for a system that is much fairer and not one that disadvantages the residents in favour of the developers and the shareholders, a system based on

								greed and disproportionate financial hardship to the residents and their families.
103555751	Yes		Yes	Regulations on basic provisions at retirement villages, as opposed to care homes!	Yes	Yes	Basic standards of care and health maintenance in retirement villages, now that the entry age is at least 70!	<ul style="list-style-type: none"> - Daily assistance for falls and tragic events. - bathroom assistance rails. - food commensurate with good health. - provision of professional healthy activities.
103382201	Yes		No		Yes	No		Nothing in particular
102398601	Yes		No		Yes			There is one practice of village owners which really riles me. This is the practice of using villagers' money interest free and then double dipping by accepting capital gain in full at the time of village revaluation and at the time of termination of the contract. On top of this they also take the deferred management fee. This practice is unfair and at the very least the capital gain should be shared.
103657401	Yes		No		Yes			
102923701	Yes		No		Yes	No		The majority of village operators appear to be not too bad but the are firstly working for their shareholders not the residents.

								There must be changes that give a definite time frame for paying out to your estate or if you leave the home, no more than 6 month maximum. It should not be up to the discretion of the village owner. If some capital gain was available & older people felt more confident in the fairness of the village operator it could go some way to helping with the problem we have at the moment with lack of housing because more elderly would be happier moving to a village. I came to my village on opening day 4 years ago & now our village is nearly full at least 300 homes would have been freed up for others. The current Act is out of date, times have changed. Village residents may be over 70 but that is the new 50. The original Act was written by the operators, it is time residents are considered more.
10350200 1	Yes		No		Yes			
10378770 1	Yes		No		Yes	No		I am concerned that where there is a Capitol loss, the resident/family in some agreements have to fund that loss - perhaps not likely in recent times with the huge gains but still could happen in the future.

10364920 1	Yes		No		Yes			Please try and get some answers for all of us soon.
10235820 1	Yes		No		Yes			<p>Too often residents can feel hamstrung in complaints resolution, that their concerns are not really heard and that they are being fobbed off; there needs to be a clearer path to dispute resolution.</p> <p>Operators should be required to buy back units after 12 months if unit not sold.</p> <p>Definitely amend Clause 54(2) of the Code, to reduce the weekly fee to 50% after 3 months and this fee to stop entirely after 6 months</p>
10244985 1	Yes		No		Yes			There should be info in an ORA that states after what time period of occupation that carpets/flooring will be replaced or painting done, both inside and outside.
10372750 1	Yes		No		Yes			
10260140 1	Yes		No		Yes	Yes	<p>Many small issues like apartments/villas having rails in the bathrooms to support independent living.</p> <p>Why do the</p>	We need a Commissioner for the Older Persons.

							residents pay for the statutory managers fees when they are appointed by the Village owners?	
103557001	Yes		Yes	Age of entry should be lowered	Yes	Yes	Age of entry should be lowered	
102339251	Yes		Yes	Lots	Yes	Yes	We need this 2 b investigated it's about time the owners r questioned they hide under the cover of charity. Certainly independent people deal with their own issues & problems. And we see differences from village 2 village.	
103378051	Yes		No		Yes			I think you are doing a great job and I really appreciate it.
103796101	Yes		No		Yes			I need to do more investigation on fees stopping when the unit is empty of our belongings and what it entails if one of us needs to move to the Care Center. When the Villa cost is refunded to our son after we die. I thought I understood this but

								this paper suggests I should make further enquiries. Thank you.
103781251	No	Village management surveyed some residents to there advantage before most residents were aware of the full details of the white paper.	No		Yes	No		A long with information of village costs, what help is offered from Government agents.
103568001	Yes		No		Yes	No		That the weekly fee be limited to 6 months after unit returned to owners Residents should share in capital gains but we need to be careful with this as in the future there may be a decrease in capital value
103527301	Yes		Yes		Yes	Yes	I agree with all issues submitted. There is an issue bothering me at this time, as I am a resident of [REDACTED]. If one of us needs dementia or hospital care we are required to purchase a room while in care. So one would be in a	

							<p>villa and the other in care. At the end of the day [REDACTED] would have drained us of every dollar we have worked for.</p> <p>I have asked our sales person many times regarding this, to be answered with, we will look after you!! If any of investors had a conscience or a heart, things might change. This is a purely money making business and believe a lot could come under the Fair Trading act.</p>	
103596701	Yes		No		Yes	No		
103750301	Yes		Yes	Who is responsible for fixtures and fittings in our village the resident is responsible for ALL fixtures and fittings including light bulbs	Yes	Yes	this village ORA is very draconian and completely weighted in the management favour	
103782301	Yes		No		Yes	No		

10379945 1	Yes		No		Yes	No		I agree in total with the proposed submission, however being an old fellow I remember the effects of inflation and pose the question :- what if the buy back results in a negative amount, i.e. a capital loss, should we as Residents also expect to share such a loss?
10356495 1	Yes		No		Yes			
10222690 1	Yes		No		Yes			
10222230 1	Yes		No		Yes			May I suggest that the submissions being made by Retirement Villages Residents Association are considered fairly. Retirement villages now appear to be working outside the Act but possibly in accordance with current conditions. There are now disadvantages to residents and a full review is essential. Thank you.
10386790 1	Yes		No		Yes	No		
10375910 1	Yes		Yes	Who is responsible for fixtures inside a dwelling when they become unserviceable eg shower screens, ovens, range hood.	Yes	Yes	see 2	
10363775 1	Yes		Yes	20/80 buy back and lid on the refurbishment amount charged Village operators	Yes			No. Thanks very much

				responsibility/liability for faulty plumbing and wrongly installed white-ware, measurement errors made during refurbishment eg kitchen makeover, 2nd grade carpet laid as new & within 4 years pulling away at joins				
10272045 1	Yes		No		Yes			The issue that effects me the most is knowing the cost of moving from residential occupation to a higher level of care. I would like to prepare for future changes but seek clarity around what I would be charged verses my current ORA.
10387070 1	Yes		No		Yes			Long over due in my opinion, my father who is 85 lives in a serviced apartment.4 years ago At the time of him purchasing a ARO no capital gain was available when he moves on which I think all should be entitled too
10362725 1	Yes		No		Yes			Part 6 - weekly fees need to cease immediately a resident vacates a property. All other recommendations of the white paper are agreed.
10225735 1	Yes		Yes	We need a simple mechanism to make operators meet their contractual obligations. For example, In our Village () do not carry out regular maintenance	Yes			The Code of Practice and Code of Residents Rights are important but the consequences for operators breaching these rules and principles are unclear. The legal consequences for operators and the

				on the exterior of homes despite contracting in our ORA to do this. Further, facilities promoted in advertising by the management (e.g. tennis court, mini putt course) are not maintained by the operator to the condition residents might expect.				procedure for instigating legal action against an operator need to be clarified. Further, most residents do not wish to spend their retirement pursuing legal action against operators who take advantage of them. They need a Government Agency which will act on their behalf. The Retirement Commissioner and the Registrar of Retirement Villages seem to have limited power in this respect.
10355685 1	Yes		Yes	As noted below	Yes	Yes	My Personal opinion... a sleepover person employed in retirement villages where it has been identified a number of clients Require extra after hours support ..this should not be the role of the facility Manager who already works a 40 plus hour week.	
10293600 1	Yes		No		Yes	No		Accounting practises for monthly accounts leave a lot to be desired in our village with no clear explanation given when queries are raised.

10379745 1	Yes		Yes		Yes	No		No
10278420 1	Yes		Yes	The role of the Statutory Supervisor is not properly canvassed and the title is misleading	Yes	No		I think the paper correctly takes into account the vulnerability of residents at a time when they possibly are at a stage in life when decision making is difficult eg single person moving into rest home care from an independent living village. This is a particularly important issue and should not be overlooked or diluted as the next stage of the review is actioned.
10371885 1	Yes		No		Yes			No
10376675 1	Yes		No		Yes	No		
10386605 1	Yes		No		Yes	No		A review is necessary as the present situations weights 'power' too heavily to the operators. A rebalancing is urgently required.
10326165 1	Yes		No		Yes			No thanks
10359880 1	Yes		No		Yes			No
10360520 1	Yes		No		Yes			No. Thank you
10478675 1	Yes		No		Yes			I do not see why the village can charge a selling fee on leaving the village. When this, together with the reduction of sale and purchase, it is double dipping and should not occur.

10406840 1	Yes		No		Yes	No		No
10420690 1	Yes		No		Yes			
10454200 1	Yes		Yes	Final payment should be made six month from the time the apartment is furniture free.	Yes	Yes	I would like Question 2 to be followed up and payment made within 6 (six) months.	I feel 6 months is long enough to wait for your money to be paid out. We should NOT have to wait till the apartment is sold again!
10447160 1	Yes		No		Yes	No		Review should proceed as soon as possible
10449055 1	Yes		No		Yes	No		
10483230 1	Yes		No		Yes			The fact that situations exist as outlined in the Resident Case Studies should give cause for concern. If there are 'cowboy' operators in the field who resort to picking over the financial carcasses of their departed residents to the extent that they do to extract their final "pound of flesh", measures should be taken to pull them into line or ban them from the retirement village industry. Here at [REDACTED] we are satisfied that the owner, Integrity Care Group is delivering the service we have signed up and paid for.

								<p>The behaviour of the owner is above reproach. The same cannot be said for a small group of residents who pose as the [REDACTED] Retirement Village Residents' Association. This small group's (it has thirty eight residents at its annual general meeting), badgering of the owner/manager is disgraceful. It draws support from Aged Adviser, a web site that has been happy to provide a platform for these disaffected souls to voice scurrilous comments about the village manager. Their behaviour is akin to that of a militant union. There really is no place in a retirement village, an expected haven of tranquility for folk in their twilight years, for this type of divisive behaviour.</p>
10421405 1	Yes		No		Yes	No		<p>This is an important paper for many of our vulnerable older people that in some cases are being ripped off especially at point of vacating a residential ORA or, in the case of death, the family possibly facing financial hardship with funeral costs etc. and not having due funds paid out to the estate in a timely manner.</p>
10396650 1	Yes		No		Yes	Yes		

10403460 1	Yes		No		Yes	No		
10451280 1	Yes		No		Yes	No		
10433105 1	Yes		No		Yes	No		
10398315 1	Yes		No		Yes			
10425935 1	Yes		No		Yes	No		No
10454915 1	Yes		No		Yes	No		
10405890 1	Yes		Yes	Payment for interior fixtures not renewed at purchase of lifestyle unit,when they need repair.	Yes			As landlords for many years,all fixtures & fittings that needed to be replaced or repaired due to age or fair wear & tear we as the owner paid the cost . Fixtures eg:roller door mechanism,& other fittings in our lifestyle unit were not new when we purchased & some are needing attention for which we are charged.I feel this needs to be addressed.
10432360 1	Yes		No		Yes	No		Whilst we are generally happy with the contract signed when moving into a retirement village and the service that is being provided I do believe that the retention of ALL capital gains by the operator is intrinsically unfair and that when it arises as it inevitably will this should be shared with the tenant. Since the operator relies on this profit to

								remain profitable I believe that a percentage should rightfully remain with the but a certain amount (40% would seem reasonable) should go to the resident or their estate.
10441475 1	Yes		No		Yes			It seems rather unfair that owners make very large capital gains while those on occupational rights agreements don't even get all the money paid for right to occupy back. The owners must have collected a lot of interest on this money which they deserve for their investment. Owners also deserve a fair share of profit - but there seems to be a very strong advantage for the owners over the occupiers. The occupiers have invested a lot of money in the property as well and they get nothing. A fair share of the interest on the money paid for the ORA and a share of the capital gain would certainly be a much better result for the occupiers.
10402870 1	Yes		No		Yes	No		I fully support all the issues mentioned
10440320 1	Yes		No		Yes	No		I agree especially with a review of resident's obligations after terminating residency. At the moment there is no incentive for the operator to refurbish quickly or not too lavishly, or to resell quickly.

								This should be corrected as a priority.
10433920 1	Yes		No		Yes	No		
10406580 1	Yes		No		Yes	No		No. All matters seem to have been covered in depth.
10431950 1	Yes		No		Yes	No		
10485530 1	Yes		No		Yes	No		Certainly we think that it is well over due & Question one is most important, we have seen in one Village where a unit has sat for many months, of course interest should be paid & the charging of weekly fees should be kept to a minimum. Families want to get these matters cleaned up as soon as possible & move on. We thank you for the opportunity to have a voice.
10495065 1	Yes		No		Yes			No
10478925 1	Yes		No		Yes			
10427890 1	Yes		No		Yes			1. Not allowing Residents to benefit from capital gain on leaving apartment is unfair to elderly and vulnerable people. 2. Residents should be able to obtain a reverse mortgage on the equity in their apartment.
10496205 1	Yes		No		Yes	No		

10478425 1	Yes		Yes	The ability to talk about an issue or make a complaint without making you feel you should not do so both by Management and sometimes even the other Village residents	Yes			
10427635 1	Yes		No		Yes			
10483570 1	Yes		No		Yes	No		
10427020 3	Yes		No		Yes			No
10406205 1	Yes		No		Yes			
10400240 1	Yes		No		Yes			No
10407255 1	Yes		No		Yes			
10453950 1	Yes		Yes		Yes	Yes		Keep up the good work. Its sorely needed.
10421310 1	Yes		No		Yes			
10473405 1	Yes		Yes	What are the minimum levels of care	Yes	Yes	There could be more information regulation around the term of licence to Occupy.	.Title Agreements,terms should be for life if required.I am currently in a lease to Occupy agreement with my Retirement Unit in 2003,where my lease expires in 2022.
10429220 1	Yes		No		Yes			<p>██████ has a ruling that residents must be present in their house, if they wish to have anyone to stay in it.</p> <p>This means that if we wish to be</p>

								away for a short time - eg, a holiday of a week or two, we are unable to ask a family member or trusted friend, to stay in the house to feed and provide company for a pet. As we are not likely to ask anyone we would not trust, this is most inconvenient and unnecessary.
104524901	Yes		Yes	<p>Our ORA says that the Exit Payment which we will receive when we leave our villa permanently is equal to the Entry Payment for our Right To Occupy less the Deferred Management Fee, AND may also have deducted any decrease in the value in the value of the "Residential Unit" over the period of our occupancy. However if the value of the Unit has increased over that period, the increase will not be credited to our Exit Payment.</p> <p>This is a case of tossing a coin with the statement "Heads, I win, Tails you lose"! It is against the spirit of the paragraph in the White Paper, which we received, on page 22 - the third paragraph down in the left column of that page.</p>	Yes			No; Thank you for offering this survey.

10483235 1	Yes		No		Yes	No		Sharing of Capital gain needs to happen. At the rate of inflation in the housing market, 30% plus 100% of the capital gain will be huge, more than enough to repaint etc, the empty apartment/villa. Capital gain needs to be shared with the estate.
10455715 1	Yes		No		Yes			This review is well overdue. As things stand it is so very complicated, and terrible for a person to understand all the various implications of the several legislations. Receiving the paper work before moving to a Village is totally confusing, the solicitor explained as best she could, but it is still hard to understand and remember.
10430600 1	Yes		No		Yes	No		
10404105 1	Yes		No		Yes			My observation is that to expect the Village owner to pay interest until sold, maybe asking too much and it may induce an adverse response to the total submission. A reasonable fixed date time frame, for settlement after vacating a unit may be going far enough. Maybe, also halving the DM fee after vacating, (not using the

							facilities) and only for a specific period.
10455765 1	Yes		No		Yes		Should there be some statement in the Licence to Occupy agreement covering a procedure to be adopted should a resident's financial situation change, and they are no longer able to meet monthly contributions - e.g. that these will be deducted from the remaining value of their dwelling?
10430985 1	Yes		No		Yes		<p>Dear Commissioner,</p> <p>We are residents of Village at the [REDACTED] in [REDACTED].</p> <p>Our submission concerns the practice of villages continuing to charge the weekly fee after the residents have left.</p> <p>Our impression is that the villages argue this practice is right and proper as someone has to pay for maintenance until the unit is re-occupied, it being understood that</p>

							<p>the "someone" should not be the owner of the village.</p> <p>We would be very keen to see the villages' response to this scenario: Landlords successfully argue that after tenants have terminated their rental agreement and vacated the rented property, they should continue to pay rent until the unit is re-let. Someone after all has to pay for maintenance and refurbishment, and it is not fair that the owner of the property should have to do so.</p> <p>If this idea seems outrageous, even ridiculous, we would like the village operators to be asked, why is it right and proper for retirement villages?</p> <p>Yours sincerely,</p> <p>[REDACTED]</p>
10447265 1	Yes		Yes	This is a beginning for Retirement Villages - an	Yes	No	<p>We began an organization called "[REDACTED]"</p>

				<p>offshoot of Retirement Villages is Communal Care facilities for Older People</p> <p>"Hospitals" attached to Retirement Villages. We have read in recent times abuses that have taken place in these facilities</p>				<p>████████████████████ It was not only successfully run for 25 years throughout the ██████████, but at its beginning we invited out to NZ 3 women from the Ontario Ministry of Citizenship to set afloat a practical 2 hr Workshop "Through Other Eyes" that targeted Product Developers, Manufacturers, City & Districts Councils, designers, a media personnel, various agencies and so on, alerting them to the fact that a large group of people lived beyond 35 and needed to be 'catered' for. The Charitable Dollar had us unite with "Age Concern" a National Organisation, so we gave our 'intellectual property our ideas and good will to them 5/6 years ago. Our approach was to stimulate, encourage and support that step into the last 25 years "Don't procrastinate - participate; don't vegetate - circulate, at 75 live to the full the last 25 years - a difference in tack from Age Concern. SO YOU CAN SEE HOW THE CONTINUED ACTION OF THE RETIREMENT VILLAGES ASSOC QUITE EXCITES ME.. THANK YOU</p>
10476475 1	Yes		No		Yes	No		

10498130 1	Yes		No		Yes	No		I feel that this is a very important issue.
10479495 1	Yes		No		Yes	No		
10422075 1	Yes		No		Yes			we feel that having to pay the monthly fee for six months or longer gives no incentive for fast resale. even with waiting lists, also when the apartment is empty and we are no longer using any facilities the charging of the fees seems unfair. We are very pleased that this is now being reviewed .
10439840 1	Yes		No		Yes	No		My main concern is around the question of ensuring that in the event that we do decide to sell up here that our place is not placed on the backburner. That the sales process is progressed in a timely manner. Not delayed in favour of selling new properties or for any other reason
10483130 1	Yes		Yes		Yes	Yes		
10495955 1	Yes		No		Yes	No		
10449145 1	Yes		No		Yes			
10430405 1	Yes		No		Yes			
10411590 1	Yes		No		Yes			No

10404550 1	Yes		No		Yes	No		
10406365 1	Yes		Yes	When the DMF was first proposed in the late nineties, the idea was that people would buy a unit in a retirement village, below market value. The operator would take capital gain on exit of the unit. Now units are sold to intending residents on Market Value.	Yes	Yes	Should the operator wait many months, before starting to update the unit and still charge the monthly fee? Leaving the last residents or estate a long time to wait for settlement. Does not look fair to me.	
10455185 1	Yes		No		Yes	No		
10456260 1	Yes		No		Yes	Yes	There most certainly should be given a time limit from the time one vacates their villa/ Town house. The charges till villa is resold. I understood that this would be a quick turn around. To my dismay now I'm In [REDACTED] I see first hand villas/townhouses it takes Weeks into Months before they	[REDACTED] air conditioning in our Recreation Room/ lounge is Not efficient as blows cold air even in winter some of our Residence stay away from events because of this. I for one take shawls or extra coat and sit with it remaining on. The kitchen hot tap for our tea and coffee breaks down on a regular occurrence . This in turn is a hygiene issue as dish washer too when it's not in service. It's the time it takes for repairs to be done is another issue. THANKYOU for the opportunity to respond this.

							are renovated and sold again. I'm of the VEIW ONE TO TWO MONTHS maximin is all that is required of the Resident/ Family in case of continued Hospital Care or Death. [REDACTED] should surely be able to have renovations done in a period of 2 months maximin	
104585901	Yes		No		Yes	Yes	Stop the village outgoings when unit is vacated.	There is no incentive to village management to quickly upgrade and market the apartment when it is vacated all the time they are receiving the monthly villages outgoings, this is greatly unfair.
104266401	Yes		Yes	It does not appear to address the issue of village residents being asked to pay for repair/replacement of chattels which are not owned by them but by the village operator, e.g. dishwashers. We accept that we have a responsibility to pay for anything we have damaged, but should not have to pay for repair or replacement when	Yes			

				items fail due to normal wear and tear.				
104562851	Yes		No		Yes			Yes, "Bring it on!"
104229551	Yes		Yes		Yes			Must keep pressure on refund monies on shorter time. Thanks
104486051	Yes		No		Yes			
104758951	Yes		No		Yes	No		
104236951	Yes		No		Yes			
104825501	Yes		No		Yes			
104486301	Yes		No		Yes	No		
104731801	Yes		No		Yes			
104287902	Yes		No		Yes	No		
104748951	Yes		No		Yes	No		Desire that there be an immediate cessation of weekly fees on vacating unit, as is the case with some villages. Support the idea of sharing in the capital gain when unit is sold.
104538001	Yes		No		Yes			Good work being done. Thank you.
104069251	Yes		No		Yes			

10478375 1	Yes		No		Yes			Good on you for initiating this procedure.
10399835 1	Yes		No		Yes	No		a review of the change to the negative capital gain for the resident must be made with urgency. Current arrangements mean that many residents are locked into the right to occupy with little or no chance of being able to afford alternative living accommodation.
10472845 1	Yes		No		Yes			
10422655 1	Yes		No		Yes			
10496090 1	Yes		Yes		Yes			
10455910 1	Yes		No		Yes	Yes	with regards to chattels I would raise the issue of responsibility for internal wiring. A bulb blew in our kitchen and at first the bulb was replaced Which I accept as our responsibility but it went again shortly after and the wiring had burned out. The management said this is our	

							responsibility to get the electrician to fix this and pay for same. I disagree as the wiring is in the roof space and not inside the internal walls of the dwelling . I am not going to fix it!	
103987701	Yes		No		Yes	No		
104064251	Yes		No		Yes	No		
104808951	Yes		No		Yes	No		Thank you and go well
104309501	Yes		No		Yes	No		No
104502001	Yes		No		Yes			Please keep alert that we are human - not money generating objects.
104203002	No	The present financial arrangements must discourage some prospective residents.To expect someone to invest what may be the bulk of their wealth over a long period of time for no reward is a daunting prospect. Surely a more	No		Yes			

		equitable system could be devised to give some small return						
104305401	Yes		No		Yes	No		It's great to have a body to represent our. concerns
104307951	Yes		No		Yes	No		
104724451	Yes		No		Yes			
104311251	Yes		No		Yes			No
104484051	Yes		No		Yes	No		No
104325851	Yes		No		Yes	Yes	Time period the operator can hold repayment off monies owed to resident	I hope these changes will be a benefit to existing residents in retirement homes
103972801	Yes		Yes	See notes below in Q5	Yes	No		This is a very serious matter which needs URGENT, URGENT attention especially for the 80/20 contracts who are up for 20% of purchase price PLUS \$90,000 refurbishment costs PLUS 2% on the Value of the new sale price (at present \$995,000). What happens if the value and sale of a Villa goes up to 1.5 - 2 million dollars PLUS GST. We are not the owners (only the tenants) so why do we have to pay. Shouldn't the Operators pay and don't they claim back the GST we

								the tenant are expected to pay. Both refurbishment costs and Admin costs need capping NOW.
10448020 1	Yes		No		Yes	Yes	<p>Communication between Management and Residents is very poor.</p> <p>Communication is a two way thing</p> <p>Authorised advocacy does not appear to exist</p>	
10456955 1	Yes		No		Yes			
10396615 1	Yes		No		Yes	No		
10398330 1	Yes		No		Yes			This is a very important issue for every resident of a retirement village and we will be awaiting the result.
10485830 1	Yes		No		Yes	No		<p>information pertaining to financial transfers from independent living to care home or serviced apartments needs to be clearly stated in the initial contract and the effects of this clearly documented with prospective or residents so there's no guessing and insecurity.</p> <p>Residents believe they can transfer but to be left financially</p>

								<p>disadvantaged is unfair and unjust. Removing any security which people believe they're entering into.</p> <p>Residents should by law be granted capital gains in the leaving of the units.</p> <p>Information should be very clear and unambiguous regarding transfers, fees after leaving a unit and a specialised ombudsperson to act as an agency for residents and families.</p> <p>Fees after leaving a unit is unjust and should be abolished.</p>
104578501	Yes		No		Yes			No
105178951	Yes		Yes	<p>Would like clarification about costs for refurbishment of villa. A comment that a resident leaving a villa was faced with a considerable cost for this. My understanding was when I signed my agreement that the Deferred management fee would meet these costs Any extras that were installed eg heat pump could be negotiated with incoming resident.</p>	Yes			<p>I have been in my villa 6 years now and if at this stage I needed to move to a serviced apartment, the payout on my villa would probably not cover the cost of buying an apartment. Also considering the extra costs involved when occupying an apartment (Service charges) I am solely dependent on Superannuation Where would I stand in this situation</p>

10528570 1	Yes		No		Yes			Not at this stage
10518765 1	Yes		No		Yes	No		
10505940 1	Yes		No		Yes			Strongly in favor of first point particularly re Capital Gains policy.
10583610 1	Yes		No		Yes			
10500155 1	Yes		Yes	What recourse is there when promised things, i.e regular garden maintenance etc aren't carried out as per promise.	Yes			Misleading info is given when buying just to make a sale. Told we'd be in a small boutique-size village which has been developed into a very large village and still growing. Told that the hospital and care facility would be built but 6 years later still not opened. Now having to share facilities with lots more residents than comfortable.
10505275 1	Yes		No		Yes			No. Very happy with what is being, or to be, done.
10565485 1	Yes		No		Yes			The payout on any residence should be made by the Retirement village no later three 3 months following it becoming vacant. Six months, or even longer, in some cases, is not acceptable.
10506095 1	Yes		No		Yes			The current resale that the village retains 30% of the ORIGINAL price + all the capital gains should be changed to a fairer deal for resident (or estate). Two potential options: (1) village retains 30% (or less) of the RESALE price and the rest goes

								to the resident (which would include capital gains); (2) village retains 30% of ORIGINAL price and resident gets most (a defined %) or all of the capital gains.
105784151	Yes		No		Yes	No		No, great if all you are doing is accepted.
105235801	Yes		No		Yes			This is an important issue. Don't. Let anyone drag the chain on this. In my view, some of their behaviour borders criminal behaviour.
105926001	No	Did not include all the pertinent issues.	Yes	ORA exit clauses, in particular, of most Retirement Villages are heavily slanted in favour of Operators and can result in extremely unfair situations and outcomes on termination of an ORA.	Yes			Weekly fees continuing after termination, reduce the payment by 50% after three months and cease altogether at six months. unhappy with the current legalisation that doesn't allow them to get any capital gain when their unit was sold. Restriction on current requirements having to use the village's nominated tradespeople, preventing residents to shop around for better rates. Residents are liable for the cost of repairs to appliances and other items in their unit, even though they don't own them, if residents are required to maintain chattels, fixtures and

								fittings or when the need arises replace any such item inside a residence, the cost of such repairs or replacement should factor in the fair wear and tear already undergone by such item.
10503690 1	Yes		No		Yes	No		
10583460 1	Yes		Yes	DMF calculations are based on new resident's payment. This needs review and interim changes. (a) guaranteed time frame for buy-backs. (b) DMF accrual to stop when outgoing resident returns key. (c) Capital gain allocation reviewed.	Yes	No		Want to see interim relief for residents by interim changes being introduced to the Code of Practice to improve the resale and buy-back process
10535230 1	Yes		Yes	<p>Background</p> <p>We are fortunate enough to have signed into a large retirement village with progressive care facilities/arrangements.</p> <p>Further, our apartment has two double bedrooms, two bathroom/toilets, and a single bedroom.</p> <p>Our occupational agreement limits us to the total number of days each year that we can have people come to stay.</p>	Yes	Yes	<p>We note that many changes can be made to the Code of Practice in the short term and such action should not be delayed by a full review of the legislation, which should also proceed of course.</p>	<p>1</p> <p>Restricting entry level to the very elderly should be resisted. This influences the range of activities and resident involvement in community life. It contributes to 'the churn', much to the financial advantage of the proprietors.</p> <p>2</p> <p>More control is needed over the buy-back sale process. Time limits need to be placed on proprietors, to encourage them to revamp and/or on-sell the occupation right as soon</p>

				<p>Situation</p> <p>Consider the situation when one or other of us get sick or when one or other of us dies.</p> <p>It may be cheaper to have a family member, friend or paid companion come to stay than to use one or other level of the available progressive care facilities.</p> <p>Proposal</p> <p>Where appropriate, weight should be given to the rights of occupants to arrange live-in long term care within their accommodation should they desire to do so. This would help at least some residents when they find that they must pay for two places of accommodation and others when they prefer to live on with assistance in the village home they have come to know.</p>				as possible, a matter currently in their hands only.
10587760 1	Yes		No		Yes	No		Yes, this is a long overdue, important review and assessment. as Retirement/rest homes/DHB/rental/ community

								accommodation are growing exponentially throughout New Zealand. The legislation needs to be clarified,simplified, under one Govt. umbrella. Overarching, easlily understood complaints process, exit clauses, as indicated in the disscussion paper. Thank you
105720701	Yes		No		Yes	No		I feel this is well overdue and even if it does not change things for me, for the future we all need to consider changes.
105857401	Yes		No		Yes			
105648251	Yes		No		Yes	No		It is clear that there is no one point of contact within government for seniors to contact with their concerns. It appears that there are four different ministers that have some responsibility for dealing with this area. It is clear that there is a need for a commission or other appropriate department who has oversight and is able to act promptly and incisively on matters relating to this issue. The fragmented approach to the issues is confusing and leads to political duckshoving of matters raised. The senior generations need to have clarity around the key issues that concern their health, well being and living arrangements, be they in

								retirement villages or other types of accommodation.
105469301	Yes		No		Yes			
105018751	Yes		Yes	<p>I agree with the Retirement Village Residents Association of NZ (Inc) feedback "that while there are further areas for discussion, in principle, that the White Paper has canvassed the issues fairly and accurately.</p> <p>Some of the important points that we believe are missing, include:</p> <ul style="list-style-type: none"> • The unfair obligation on many residents to maintain fixtures, fittings and chattels owned by the operator. • The final date for most DMF calculation's is unfairly based on the sale and receipt of full funds from the new incoming resident, rather than the actual date a resident terminates their agreement and hands back the key. This can see a resident pay 00,000's of dollars in additional DMF. <p>The RVRANZ strongly believes a</p>	Yes			See my notes at Q2

			<p>full review of the retirement villages framework is way overdue and definitely required. Unfortunately, such a review can take several years, while operators continue to benefit financially, to the detriment of aged residents.</p> <p>We would wish to see immediate relief for residents via interim changes introduced to the Code of Practice that improves the resale and buy-back process. Options include introducing a guaranteed timeframe for buy-backs, DMF accrual to cease from the date the key is handed back, interest payable to outgoing resident while unit is vacant, and shared allocation of any capital gain on sale between the resident (or their estate) and the operator.</p> <p>The white paper acknowledges that such amendments to clause 53 of the Code would be within the scope of the Code, given the Act says that requirements relating to payments due when an ORA is terminated are among the</p>				
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			<p>matters the code must address.</p> <p>-----</p> <p>While a total review of the Retirement Village legislation frame work is absolutely overdue, such a review can take a long time while operators have currently no obligation to pay the capital sum due until the unit is resold and a new resident has signed a new occupation right for that agreement.</p> <p>The above position therefore favours the financial objectives of the operator which also include the end date for paying the fixed outgoings charge to the operator,</p> <p>The end date for the accrual of a fixed deduction on termination where the stated period for accrual has not been reached prior to termination becomes final when unit is resold and a new resident has fully paid for his occupation right.</p>				
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			<p>We wish to see interim relief for residents by interim changes being introduced to the Code that improve the resale and buy-back process. Options include introducing a guaranteed timeframe for buy-backs, interest payable during vacant period, and allocation of any capital gain on sale between the resident (or their estate) and the operator.</p> <p>The white paper acknowledges that such amendments to clause 53 of the Code would be within the scope of the Code, given the Act says that requirements relating to payments due when an ORA is terminated are among the matters the code must address.</p> <p>Such intermediate amendments to the Code may present a number of considerations for the operators. They will undoubtedly raise matters such as liquidity issues where funds are scarce and smaller or non-profit villages may not have access to funds to buy-back if</p>				
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				<p>the unit remains unsold.</p> <p>The impact of such interim changes could be minimised by building in sun-set clauses allowing a phasing in of changes over say 24 months with longer periods for not -for-profit operators and providing for a process of legal administration small operators find themselves in liquidity issues due to too many terminations in any given time period".</p>				
10545855 1	Yes		No		Yes	No		
10526490 2	Yes		No		Yes			Felt the white paper was too long and elderly people will not read to the end. Residence in Retirement Villages are looking for a quiet life without hassle so an over haul of the act will hopefully give peace of mind.
10516890 1	Yes		No		Yes			<p>Some here think the white paper could be written in an easier style to comprehend.</p> <p>I told them if they carefully read The Notice from the RVRNZ regarding Capital Gain Compulsory BB etc then they will have all the info they need.</p>

10560820 1	Yes		No		Yes			I would like a comparison made between the monthly fees of villages which are run as a business and the one I am in which is classed as a charity (masonic) .I need more room to explain.
10574720 1	Yes		No		Yes			No thank you
10540060 1	Yes		No	Five years ago we had fibre to supply our needs. Now, in a new village at [REDACTED] we have to put up with copper wires. And it's slow.	Yes	No		
10537730 1	Yes		No		Yes	No		
10516840 1	Yes		No		Yes	No		I think it is very important that the CFFC's recommended option (option 4) of conducting a full policy frame-work review is is done. It is well overdue. My aging parents have had an ORA for 5 years in [REDACTED], Since then there have been huge capital gains on their unit, that they will not see, and should they wish to move to another unit, say in [REDACTED] to be nearer us, they would be unable to afford to. To be able to realise a 50% share in capital gains would be of huge benefit, as would having a time limit on the Management fees,

								after vacating, and certainty on time required to sell. Thank you for this review, as we will all need to be in a RV one day, and will need the protections of this review.
105379101	Yes		No		No	Yes	Under allocation of any capital gains on sale I would like to see improvements made to the dwelling by residents which will increase capital value of the property addressed.	No.
105240601	Yes		No		Yes			
105823251	Yes		No		Yes			
105169701	Yes		No		Yes	No		Very pleased that all going ahead to higher consideration in the Retired Residents interests!
105299751	Yes		No		Yes	No		
105702701	Yes		No		Yes	No		
104999201	Yes		No		Yes			I feel the time limit on the unit sale should be reduced to 3 months and then the family gets paid out. Also the the payment of body corp fees during this period should be kept to the bare minimum.

105423404	Yes		No		Yes			I fully support the White Paper.
105165601	Yes		No		Yes			
105440301	Yes		No		Yes	No		
105698601	Yes		No		Yes	No		
105915701	Yes		No		Yes			Standardisation is essential. Some senior citizens are being ripped off, particularly in respect to percentage of retained funds on leaving village and mostly no account of huge profits on resale.
105945401	Yes		No		Yes			I agree with amending clause 54(2) of the code regarding options to reduce weekly fees by 50% after 3 months and cease them entirely after 6 months when a unit has been vacated.
105640251	Yes		Yes	If changes are made to the contract signed when entering a village, is my monthly payment in my villa change too	Yes	No		
105908001	Yes		No		Yes	No		Very few residents and their families are fully aware of the terms and conditions of "the right to occupy agreement". Often a decision to make the move was brought about by circumstances eg: health, size of present property being too excessive

								<p>to their current needs and beyond their capability to care for and maintain.</p> <p>As people get older their ability to understand and cope with the issues surrounding the terms and conditions of the ORA, often, Management is less than helpful if a problem occurs.</p> <p>Small issues around maintenance of dwellings and gardens are not dealt with by Management as promptly as needed, and very often with bad grace.</p> <p>In some instances there is a degree of bullying by Management.</p>
105162801	Yes		No		Yes			
105630001	Yes		No		Yes			<p>After death of any resident/s holding an Occupation Right Agreement or earlier by vacation of an apartment or villa and transfer to any aged care facility, the Operator shall disburse the Occupant's residual capital sum to the Executors of the Occupant's estate or to the Occupant or the holder of the Occupant's Power of Attorney no later than six months from the date of vacation of the</p>

								apartment or villa, regardless of whether or not the Operator has secured a subsequent sale of an Occupation Right Agreement for the apartment or villa.
10501715 1	Yes		Yes	management does not recognise the residents as their customers and as such no respect is shown to the residents.	Yes			
10561490 2	Yes		No		Yes			
10562130 1	Yes		Yes	Why do some Villages have fixed fees while others are able to raise theirs when they are not providing extra services/	No	Yes	Should there be a set number or type of exterior facilities for activities, such as bowls, croquet, petanque?	
10548065 1	Yes		No		Yes	No		
10541665 3	Yes		No		Yes			
10540155 1	Yes		No		Yes			I think the idea of a percentage share of the Deferred Management Fees on exit and a limitation of time that the Operator can charge weekly fees until unit resold is valid. Or a share of the capital gain on resale. The Operator has had the use of the 20 or 30% DMF without interest for many years in some cases.

105181901	Yes		No		Yes	No		
104987851	Yes		No		Yes	No		Not at this time
105405659	Yes		No		Yes			
105051351	Yes		Yes	<p>1. No changes are allowed to documents and so must sign and accept everything. 2. The deferred management fee is grossly excessive and a moneymaker. It should be reduced .</p> <p>3. At present resale of villas and apartments managed internally and should be opened up to Real Estate Agents to speed up the sale.</p> <p>4. Sale process delayed by Owner while refurbishment carried out which can take several weeks and meantime fees still being paid.</p>	Yes			
105859801	Yes		No		Yes			
105398751	Yes		No		Yes	No		
105245151	Yes		No		Yes			This paper re the R V's Legislative Framework by the CFFC, is extremely comprehensive, and identifies the anomalies and core

								issues with the present operating framework. Recommendations for amendments are clear and concise and options for improvements are sound and sensible. Many thanks to those involved in this review. Presumably the 'consultation' re the 'terms of reference for a policy framework review' will include the RVA, and other parties involved.
105104351	Yes		No		Yes			
105447401	Yes		No		Yes	No		It is important that, wherever possible, the regulations pertaining to retirement villages are as consistent as possible. Variations in the structure and management of retirement villages will require some flexibility, but it should not be necessary to spend time (often with legal support) to 'translate' and understand these requirements, particularly in situations where residents are at their most vulnerable; when moving from independent to managed care.
105417451	Yes		No		Yes			
105619951	Yes		No		Yes			Residents leaving a retirement home and moving to another facility [probably with greater care provisions] should be able to redeem their

								total equity when they exit their unit.
10502935 1	Yes		No		Yes			
10540670 1	Yes		No		Yes			I would like the Commission to adopt all the recommendations that RVRANZ have listed.
10543280 1	Yes		No		Yes	No		Living in a [REDACTED] seems to be nearly ideal.
10589770 1	Yes		No		Yes			
10563735 1	Yes		Yes	Why do WINZ recognise a License to Occupy as an asset when making application for DHB funding? It makes it very hard to shift Villages as the License cannot be used as a mortgage to gain funds.	Yes	No		
10504600 1	Yes		No		Yes	No		<p>I very strongly agree that a full review should be taken. Soaring inflation means that residents who may need to move to another village, or families who have contributed to the purchase price of an ORA are seriously disadvantaged by the failure to compensate for capital gains.</p> <p>A resident can feel a virtual prisoner because of the disadvantageous repayment structures, should they want or need to move elsewhere.</p>

10529970 1	Yes		No		Yes	Yes	<p>1. There are examples of sales of villas and apartments to residents who are not well enough to cope. (Levels, sloping roads, distance to central facilities). Health issues may be mild dementia, other physical disabilities that the specific site becomes difficult.</p> <p>2. Unavailability of space in the Hospital, where there is one, when a resident needs respite care or recuperation from Public/Private surgery</p> <p>3. The age of admission should be re-set at 65. This would allow a wider balance of age groups and less loneliness because</p>	<p>1. The white paper is as I would expect. It is a way of testing the waters before putting together legislation which will be pushed back by the village operators as a matter of course.</p> <p>2. Some villages which appear to give a capital gain, charge the estate of the outgoing occupant at least \$50 - 75k for refurbishment before the new occupier can buy in.</p>
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							people can transition at younger age and provide wider activities. This is of course contra to the Village owners model who prefer high turnover of occupancy per year.	
105959651	Yes		No		Yes			
105077751	Yes		No		Yes			no
105088501	Yes		No		Yes	No		I agree it is time for a review of this system
105437951	Yes		No		Yes			
105702901	Yes		No		Yes	No		<p>It would be very difficult to change any processes or charges retrospectively...we signed agreements when signing up. The interests if future residents will be protected. However, I appreciate all efforts being made on our behalf!!</p> <p>Residents and Families may not understand wording of contracts and assistance should be given here by a disinterested party.</p> <p>The Retirement Commissioner</p>

							<p>should be given more power.</p> <p>"Double dipping" should not be allowed I.e twice charging the DMF</p> <p>u agree with all reviews on pages 22 (weekly fees should stop on termination), 25, 26, 27, 30, 32 and 346</p>
105832951	No	Residents do not appear to have been canvassed. Day to day issues to do with unanticipated costs and conditions are not addressed adequately	Yes	<p>Issues to do with responsibilities for maintenance. Division between owner and resident on costs relating to maintenance and repair of service systems (electricity, gas, hot and cold water, communications.</p> <p>An example in my case was being charged for repairs to walls and plumbing following collapse of pan mounting system.</p> <p>Big issue is the time delay in releasing funds following exit, and post exit costs. This is a major matter, Post exit, fixed times should be instituted and interest on deposits returned.</p>	Yes		<p>While pre-purchase legal advice is proffered this is not as complete as it could be. This is partly because of the general nature of the legal provisions and partly because of the lack of 'lived' experience by advisors. Some indications of the sorts of issues that give rise to tensions and conflicts should be made available.</p>

				Transfer between units within a complex is another (although perhaps infrequent) area of need.				
105213951	Yes		No		Yes	No		The paper was a bit wordy but easily understood.
105882101	Yes		No		Yes			It is not surprising that issues and practices have arisen within the village retirement industry that require examination and modification. I applaud members of the RVRANZ who have undertaken this task on our behalf.
104982401	No		No		Yes			
105685901	Yes		No		Yes	No		
105705102	Yes		No		Yes			<p>Disclosure Statements must be legally binding.</p> <p>Vacated properties to be for sale on the open market.</p> <p>Owners must deliver on promises made by sales representatives as part of what appears to be a sales package. If these are not met then</p>

							<p>residents need to be compensated.</p> <p>The owners should be fully responsible for fixtures and chattels included in the sale price.</p>
105233551	Yes		No		Yes		<p>The disclosure statement of our Ryman village is not presented in a straightforward way except for the RV Code of Practice 2008.</p>
105641351	Yes		No		Yes	Yes	<p>Repairs & Maintenance: it is unfair for operators to charge residents for the maintenance of the Operators assets.</p> <p>Deferred Maintenance: should be based on the date of the termination of the ORA not when the unit is on sold.</p> <p>Monthly / weekly fees should stop once the ORA is terminated, as the residents have left, the estates should nor be liable for fees.</p> <p>Review of the Act: while this is underway there should be interim changes to the CoP to improve the resale and buy back process with a 50/50 share of any capital gain.</p> <p>A buy-back timeframe should not</p>

							<p>exceed 6 months, as the residents have signed an ORA which ceases once the residents leave.</p> <p>The Disclosure Statement should be legally binding as it is a legal requirement.</p> <p>The Complaints Policy is biased towards the Operator, residents are often reluctant to complain as they can get tied up with ineffective decision making with Management unwilling to take on board legitimate complaints.</p> <p>The Act should ensure that RVs have the finances necessary to cover the circumstances such as buy-back.</p> <p>The residents' current ORA should be transferrable if they decide to move to a smaller unit. They should not have to sign a new ORA. When a resident moves to a Care Facility they should not be liable for maintaining the Unit they have left, this is exploitation.</p> <p>The current RV Act does not meet it's main purpose of protecting the interests of residents and certainly</p>
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							does not have a legal framework that residents can understand: residents must have a voice in the review of the Act and framework.
105163401	Yes		No		Yes		Thank you for this opportunity to make our feelings known - you sometimes a bit helpless and “on your own” about matters such as this when up against a village’s management.
105440901	Yes		Yes	With drawing services and claiming they were never part of the deal. Not providing immediate attention to non functionable equipment. i.e. our gate has been faulty from the day we moved in and for last 3 - 4 months nor closing at all. A spa pool that only good able bodied residents could use because of the design the way it was installed. Removing the supply of our daily papers. Blaming Covid for anything they can. With drawing mini bus trips and being told to supply our own drivers. Being told by their sales staff of benefits that later proved to be false.	Yes		Village managers have little say in what happens. Village staff cut backs.
104983951	Yes		No		Yes		

10544860 1	Yes		Yes	<p>1. "Independent Living/Lifestyle Retirement Villages": Management refusing to accept that they have any role to play as residents age and become frail and needy.</p> <p>2. How to cope when there is general dissatisfaction with ineffective Management.</p>	Yes	No		Please remember we are all aging and would like to see positive changes in our lifetime!
10545500 1	Yes		No		Yes			<p>The current system is that I buy (for a fair market value) the right to occupy a unit.</p> <p>When I leave (I die, or go into care, etc), then the village operator keeps 27% of my purchase price to refurbish the unit for an incoming buyer.</p> <p>Plus they then also keep 50% of the capital gains when the unit is sold to that incoming buyer.</p> <p>This is totally NOT FAIR.</p> <p>The Village owner has made their profit already from my purchase price, plus my on-going weekly fees.</p> <p>They do not need to keep any part of MY Capital Gains for themselves. They are making a profit already by</p>

							<p>on-selling my unit to an incoming buyer (at a higher price than I paid) anyway...no need to 'double dip' on their part.</p> <p>If there is to be a 'split' of the Capital Gains on a unit it should be no more than 10% to the Village operator, and 90% to the person leaving the unit.</p> <p>Some of us have no choice as we get older. We need to be in Village type of environment.</p> <p>We don't deserve to be screwed by the Village owners/operators.</p>
10521155 1	Yes		No		Yes		<p>Have lived in a Villa in a Retirement Village for over 22years and under 4 different Owners. Prices originally were reasonable but now Villas are selling for around the million dollar mark. Consequently the Owner would make a huge profit</p> <p>On moving in our then 4year old Villa only had the carpet shampooed. Two years later approached the Manager and went halves in paint, paper and carpet. Therefore sharing a percentage of profit would be greatly appreciated.</p>

10540560 1	Yes		No		Yes	No		
10518955 1	Yes		No		Yes			No
10528990 1	Yes		No		Yes			
10569975 1	Yes		No		Yes			<p>All Retirement Villages should be treated the same financially, be they commercial businesses, small or medium businesses or non-profit making organisations.</p> <p>A disclosure statement should be legally binding.</p> <p>Any extras added to a property should be considered as belonging to the resident and included in any any capital gain.</p> <p>If there are capital gains then legally there must also be capital losses.</p> <p>Selling points that are not forthcoming within a reasonable</p>

								time from an occupancy date should be legally binding on operators and compensation payable. Often one thinks that you are buying a package which is then not forthcoming.
105738401	Yes		No		Yes			No
105236651	Yes		No		Yes	No		Thankyou for the opportunity to make a comment. Life in my [REDACTED] is wonderful. Have been allowed to bring my [REDACTED] with me and am grateful for that. My only major concern has been addressed and that is the lack of capital gain causing distress for occupiers requiring to find extra funds when requiring a shift from villas to care appartments. one neighbour was in tears when she rang to tell me.I just wonder is some capital gain would not be possible under the licence to occupy. preventing this stress. Thankyou again, [REDACTED].
105615551	Yes		Yes		Yes	Yes		No
105820601	Yes		No		Yes			
105936551	Yes		No		Yes			
105084351	Yes		No		Yes			

105891251	Yes		Yes	Compulsory refurbishing of existing apartments after 10 years occupation by the same tenant	Yes	No		Thank you for your assistance in attending to these matters
106893151	Yes		No		No	No		Happy with life in [REDACTED] [REDACTED] The Management is impressive.
107157351	Yes		Yes		Yes	No		
105986651	Yes		No		Yes			Our RV operator [REDACTED] fell into the "trap" various operators made for themselves with their competitive "fixed fees for life" promises of a few years back. (They should have linked levy increases to super payment increases.) Now they reckon their levies don't cover the [REDACTED] village's running costs despite having other income in the form of capital gains achieved via rising property prices generally (which are not paid to departing ORA holders/ their estates) and the fact that during the first three years of occupation they help themselves to 30% of the investment residents make in the village when buying their ORA. Because they reckon they now don't make enough out of the fixed monthly levies, the operator is going to charge separately and additionally for all maintenance work done within

							resident s' unit s, including on its own Operator Chatt els (e.g. plumbing fittings, wall ovens, light fittings). Meanwhile, our ORA contains a contradictory clause wh ich says: "You will not be responsible for the cost of remedying any defect to the Residential Unit or the Operator's Chatt els."
10663560 1	Ye s		No		Ye s	No	
10666760 1	Ye s		No		Ye s	No	I would like to state the I think it wou ld be fair for residents or their family to get a percentage of the capit al gain from the sale of their villa or apartment. Also fees to be restrict ed to a time limit after the property is vacated.
10706545 1	Ye s		No		Ye s	No	Thank you for oport un it y to read the whit e paper and respond. Hope no.4 of the options analysisgoes through well. I was pleased to read the resident 's case studies as it gave an idea of some unpleasant situations that can arise. I have been in an independent apartment in the still beingbuilt

								██████ for over a year now and am comfortably content with the facilities and arrangements. We paid no weekly fees for 12 months until the village centre facilities were completed, even now with no swimming and spa pools completed we are currently paying half fees..
107153001	Yes		No		Yes			By not sharing capital gains there is little pressure to conclude sales quickly and speed up cessation of weekly fees after a sale.
106850901	Yes		No		Yes	No		
107020401	Yes		No		Yes			
106395201	Yes		No		Yes			
106889801	Yes		Yes	When an assessment of the property is made consideration re any capital gain from structural additions paid by the resident ie : air conditioning.	Yes	No		Retirees are price and terms and conditions takers with little or no ability to influence those. Legislative protection that provides fairness to village residents and village owners is imperative.
106134601	Yes		No		Yes			have lived in this village for the last 20 years& generally been quite satisfied but this seems to be good thinking on your part to look after our welfare
106604101	Yes		No		Yes			
107037251	Yes		No		Yes	No		

106201201	Yes		No		Yes	No		
107028551	Yes		Yes		Yes	No		<p>I have given my email address [REDACTED] do not have internet access.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
106985801	Yes		No		Yes	No		
106098301	Yes		No		Yes	Yes		<p>With regard to the ORA exit clause. In my case this is heavily slanted in favour of the operators. There needs to be a resale and buyback clause. There is currently no incentive for an operator to resell dwellings in a timely manner.</p> <p>Also after a resident has exited (for example in death) the ORA is therefore terminated. It is difficult to understand the logic that weekly fees should still apply, as the operators would still "own" the house and garden, as they always have. The upkeep of the garden is for the operators benefit, in keeping with their ideals of park like</p>

							<p>grounds. There would be no more servicing (example, rubbish collecting) or the use of facilities (the recreation centre, swimming pool - if indeed we ever get these). The Operators should be given a time limit to resell house or buy back the house within one month or two.</p> <p>With regards to the complaint process. Most definitely we require a complaint process that is transparent and easy for residents to use.</p>
106179451	Yes		No		Yes		
107006801	Yes		No		Yes	No	No
106856301	Yes		No		Yes		
106888301	Yes		No		Yes		
106756201	Yes		No		Yes	No	cant think of any
107004501	Yes		No		Yes	No	I submit that the Weekly Fee should cease entirely and immediately when the resident quits the residence.

10609265 1	Yes		Yes	Residents having to pay for repairs on fittings that belong to the operator	Yes	No		
10699350 1	Yes		No		Yes			The key issue is the time to resell units as operators are not marketing existing units. I have seen this in the retirement village my mother-in-law occupies. Marketing was only undertaken when they had new units to sell, existing units remained empty for a number of years. The payment of fees once the unit is vacated by the ORA holder is less important but also needs to be addressed.
10683445 2	Yes		Yes	A National Retirement Village Mediation and Disputes Tribunal needs to be established to deal with mediation and disputes that is accessible to ordinary residents.	Yes	Yes	The village operator should be forced to pay all sums owed under a terminated ORA to the former resident or his / her estate within 6 months of vacating the the premises.	No
10608515 1	Yes		No		Yes			
10700395 1	Yes		No		Yes	No		The legally required Disclosure Statement, is not actually legally binding. Thus operators can advertise as they like without any requirement to carry out what they promised residents. If the Act was stronger then there would not be

							<p>the ability for Operators to make broad statements,</p> <p>Complaints Policies / framework are also biased towards the Operators, so rather than having a safe living environment, residents are reluctant to complain.</p> <p>Resale and Buyback: all Operators should have to buy back within a timeframe as residents have signed a ORA which stops once they depart, therefore Operators need to take responsibility for the unit regardless whether it is a family owned, private or larger village. The Act should ensure there is financial oversight prior to the establishment of the Village. Statutory Supervisors do not ensure this will happen. Residents should not be disadvantaged for going into a smaller village.</p> <p>Similarly with weekly fees. Once the unit has been vacated fees should</p>
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							<p>stop as the residents ORA has stopped.</p> <p>If residents move into a Care facility then they should not be liable for maintaining the unit they have left, this is double dipping and exploits residents.</p> <p>The RV Act 2003 does not meet it's main purposes of protecting the interests of residents and intending residents. And, certainly does not have a simple legal framework that is easy to understand.</p>
106930701	Yes		Yes	why should single people pay the same monthly fee that two people pay? The maintenance of this village is abysmal, windows are filthy most of the time, gardens are overgrown, they put the fees up, whereas some are fixed for life.	Yes		<p>My shower connection has been broken for 2 weeks, filled out form for maintenance, still waiting. Seems to me that this village is very stingy</p>
107185201	Yes		No		Yes	No	No
106355201	Yes		Yes	There is an urgent need for simplification and/or Interpretation of ORA. We talked with our lawyer about this and he said that he had seen many ORA's and they are	Yes	No	<p>Maintenance Costs.</p> <p>Retirement villages operators must know the average annual costs of maintenance over the average average occupancy periods. I</p>

			<p>fine. You may be able to imagine the pressure that intending residents are under during this period and much of the information given is not taken in. Currently the village manager interprets the ORA relating to residents queries. There is often a difference in the interpretation by the resident and the manager which leads to bad feeling. This is not to say that either party is wrong but it is a very vexatious issue and is the most common complaint from residents. In almost every case the manager's interpretation is final. The queries usually relate to repairs and maintenance. I negotiated of some clauses of the ORA relating to internal maintenance of independent living units with [REDACTED]. After I thought we had an amicable agreement, [REDACTED] issued a document headed "Non-binding Guidelines Repairs and Maintenance." Agreements need to be binding and registered.</p>			<p>believe that these costs could be built in to the initial purchase price. There is a misconception amongst a significant number of residents when they first take up residency that all maintenance costs are inclusive.</p> <p>Complaints Procedure.</p> <p>Because of the perceived difficulties of processing complaints, residents are loathed to attempt it. The role of the Statutory Supervisor does not appear to lend itself to dealing with complaints. Some residents believe that because he/she is paid for by the village operator he/she is part of management.</p>
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10703980 1	Yes		No		Yes	No		
10612660 1	Yes		No		Yes	No		Thank you for your time and effort on behalf of all of us.
10617345 1	Yes		No		Yes			Not at present. Thank you.
10697555 1	No	There is no detail on the sharing of a capital gain, there is quite a difference between villages that do offer capital gain and the extra fees they charge	Yes	Comparisons between the different types of contracts offered	Yes			The time of paying out when a unit is vacated needs to be set at 3 months and the monthly fee should be reduced after one month
10700755 1	Yes		No		Yes	No		Can any new changes to Code of Practice, indicated in the White Paper, be applied retrospectively to an existing contract?
10685830 1	Yes		No		Yes			
10676460 1	Yes		No		Yes			
10702490 1	Yes		No		Yes			Total honestly from the sales team and warned of known changes that will be taking place
10624595 1	Yes		No		Yes			
10661560 1	Yes		No		Yes			-
10684805 1	Yes		No		Yes	Yes	It could take too long to do a full review and some issues need action	

							now. Such as the time it takes to get a buy back after vacating the Village or moving into care.	
107188501	Yes		No		Yes			
106425301	Yes		No		Yes	No		Congratulations on the work you are doing on behalf of the Seniors in New Zealand
106209751	Yes		No		Yes	Yes	communication with residents and management. The residents need to be included in all decisions	no
106409951	Yes		No		Yes			No. The issues have been well covered.
106612951	Yes		No		Yes			
106884051	No	Property improvements not listed or discussed in proposed changes.	Yes	Property improvements. Basic problems with architects design. Changes at residents cost which the village operator undertakes, not your choice of tradespeople. Cost of renovating back to original defective design at end of occupation which is again charged for by residents/family/estate. This	Yes	Yes	Capital gains on any improvement not allowed for in final payment to family/estate. Family should not be charged for obvious improvements.	Capital gains above a defined percentage (i.e. 50%) should be distributed evenly between family and operator.

				should not occur if the improvement has benefit to property and next resident.				
106457801	Yes		No		Yes			
106860751	Yes		No		Yes	No		I agree that it is timely for this review to take place
106662351	Yes		Yes	The level of profit made by retirement villages is excessive and disadvantages the elderly at a vulnerable time in their lives. Villages such as those operated by [REDACTED] and [REDACTED] retain the entire capital gain. I feel the additional deferred maintenance fee they deduct when a unit is sold is not addressed by the whitepaper. Each time a unit has a new occupant there is a deduction of 5% per year up to 5 years per tenancy taken from the purchase price paid. For example if a unit is purchased for \$300,000 and lived in for say 7 years, then only \$225,000 is returned to the original purchaser. There would be very little required or indeed actioned until the unit was say 20 years old. Each time a unit is resold, the price increases	Yes	No		I accept that retirement villages are a business and as such, perfectly entitled to make a profit. It is the level of profit that I find distasteful.

				resulting in the maintenance fee also increasing. Imagine the compounding effect of those deductions and over a 20 year period is likely to result in a cash profit of say \$250,000 less a complete refurbishment which would probably cost less than a third of that figure. In addition this means that residents towards the end pay a much higher maintenance fee whilst living with very dated fittings.				
106159301	Yes		No		Yes			Not at this time
107181051	Yes		Yes	Who can act for someone who has no family to support them in dealing with the need to transition into a higher level of care facility? It is a complex issue dealing with the ending of one ORA and financing a new ORA, possibly with another provider (particularly with the current pay-back timeframes and loss of ability to benefit from any capital gain.)	Yes			<p>At the moment there seems to be a number of government / Statutory bodies will some level of responsibility for retirement villages and care facilities. It would be useful if one agency had the lead role to ensure that the others are doing their job in a coordinated and timely way.</p> <p>Making the move into a retirement village early, whilst still active and able to manage that transition rather than staying in our own home until our ability to live independently is compromised and we need immediate rest home care,</p>

							<p>we have traded a large chunk of our financial independence and control. Particularly our ability to realise the benefits of any capital gain on our investment and to fund future relocation into a higher care facility when the time comes (money tied up in the unit being vacated).</p> <p>Although the ORA offers some protection, we are still vulnerable to any changes to business practices and decisions of the village owners (██████████ has recently been sold to a new provider) and to any future changes in legislation and regulations that may come in.</p> <p>As we age and our health and ability to manage our affairs diminishes, it is at that point that we need the most protection to ensure our needs and rights are protected. It is also at that point that our needs compete with business models and financial and operational needs of the operators. The power is with the provider not the resident.</p> <p>The business model used is geared towards the provider. There is little room for negotiation on contracts terms and conditions so if you want</p>
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							<p>or need to move into a retirement village, you have to accept the terms even though they are not in the occupier's best interests. The provider will retain 30% of the licence to occupy cost when the occupier vacates (leaving 70% of the original purchase price, and the provider will then, at some point, "sell" the unit to a new resident at the current market value – a double gain for the provider with the provider still retaining (and using) the resident's money until the unit is resold.</p> <p>The resident is also responsible for maintenance and replacing any fixtures that may break down in the unit, even though they pay a weekly fee and lose the 10% a year (30% maximum) of the purchase price. The resident doesn't own the fixtures but is responsible for their repair! In other rental agreements, the landlord covers these!</p> <p>Living in a retirement village is not cheap and the financial structure and contract is all geared towards the provider. We are at their mercy and rely on their honesty and good ethical practice that they will keep</p>
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								<p>the facility well maintained and services provided. Having made the financial commitment, we are relatively stuck with what we have, unless we have sufficient funds available to move out without the need to recoup our investment in order to fund the move. That was the decision we made when we moved into a retirement village, but it doesn't have to be this way.</p> <p>Hopefully the review will even up the balance between provider and resident.</p>
106080201	Yes		No		Yes			To have a comprehensive one for all villages will be a huge step forward
106641351	Yes		Yes	with reference to Part 3. In my view I think there should be one lead agency responsible for all aspects	Yes	Yes	the instigation of an overall lead agency	
107095551	Yes		No		Yes			Review is overdue & definitely needed. Current legislation favours shareholders.
106822851	Yes		No		Yes			The issues that concern us have been extremely well covered. Thank you!
107006401	Yes		No		Yes	No		
106622201	Yes		No		Yes			
106705401	Yes		No		Yes			I believe that all the points made in this white paper would benefit

							financially residents (or family dealing with their estate) requiring ongoing rest home care. [REDACTED] would also benefit from future would be purchasers who might wish to buy into retirement village lifestyle but cannot afford to take the large capital loss which is currently involved. It would also bring [REDACTED] much goodwill for their attitude of running their business with both good financial acumen together with compassion.
106861051	Yes		No		Yes		I am very happy that this review will take place.
107140551	Yes		No		Yes	Yes	I would like to see more emphasis on the role the CFCC (or some regulatory body) could have in helping follow up operational issues with Retirement Villages. In the case of my mother in law the village has an independent annual review of operational issues but there is no follow up on the I fully support the proposed review.

							issues raised. I.e. Promises of changes are made but not kept and the reviewer seems to have little power to escalate the issue for further enforcement.	
107006151	Yes		No		Yes			I have read and agree with the White Paper recently released by the CFFC.
107053001	Yes		No		Yes			When the Villa is sold possibly a percentage of the profit go to the person or estate. Plus a review on the weekly fee,perhaps a reduction on the fee after certain number of years eg 10years... maybe more for the residents instead of profit for [REDACTED],hopefully win win for other parties.
107170251	Yes		Yes	The document discusses transfers from an independent unit to a serviced one or to care facilities, but does not mention the case where a resident wishes to transfer from one independent apartment to another, either within the same village or to another village run by the same operator.	Yes			The ORA should be written clearly in plain English, not legalese. There are big differences here between different operators.

				<p>These may be less frequent occurrences, but can happen for a variety of reasons, among which:</p> <ul style="list-style-type: none"> - Family moves away, e.g. for career or schooling, and resident wishes to stay close - Income unexpectedly reduces - One partner dies, and the other wants a smaller space with fewer memories, while maintaining independence - Resident marries or enters a long-term relationship, and now needs more space <p>In my experience, most ORAs do not mention this situation, far less address it.</p>				
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			<p>The points which should be covered in the ORA include:</p> <ul style="list-style-type: none"> - Is it possible to transfer from one independent unit to another? - If so, under what terms and conditions will the application be granted? - What are the financial implications for the resident? - Will the operator buy back the first apartment immediately or must the resident wait for it to be sold before getting back their capital? - In the second case, will the upfront cost to the resident be the whole cost of the second apartment, or the difference between the two (whether plus or minus)? - How is the DMF prorated between the two apartments, & when is it deducted? 				
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				<p>- Is there a transfer fee and, if so, how is it calculated and is it added to the purchase price?</p> <p>- Does a resident have priority over new applicants?</p>				
106203901	Yes		No		Yes			
106270951	Yes		No		Yes			More health care services connected to retirement villages
106897901	Yes		No		Yes	No		
107169751	Yes		No		Yes			No
105961701	Yes		No		Yes			
106362851	Yes		No		Yes	No		
106499301	Yes		No		Yes	No		
107075551	Yes		No		Yes	No		<p>I would like to see a change in the way the capital gain made by the operators of retirement villages when a resident vacates the property distributed more fairly.</p> <p>I would also like to see the interface between care and residence defined and implemented than it is at present.</p>
106078701	Yes		No		Yes			The most important thing is being able to share in any capital gain. Since coming to our village eight

								years ago the cost today of purchasing our villa has almost doubled , that is from \$310000 to just under \$600000
10704400 1	Yes		No		Yes	Yes	Extreme charges for some medical requirements	
10719120 1	Yes		No		Yes			Very much needed especially with regard to buy back and weekly fees after vacating. Good luck
10598850 1	Yes		No		Yes	No		
10688655 2	Yes		No		Yes	No		
10668405 1	Yes		No		Yes	No		It is important that capital gains on the resale of village properties should be settled on a shared basis between the villagers and the Village operators. Currently all of these gains go back to the operators as well as the 20% of the initial cost of the properties. In addition I feel that a percentage of any capital gains should be allotted back to the village for upgrading and modernization.
10671375 1	Yes		Yes	See point 5 below	Yes	Yes	See point 5 below	SAFETY - EMERGENCY EXITS For two-story units or villas the operator should be required to provide an emergency exit from the

							<p>second story e.g. a fully opening window with direct access to an outside ladder.</p> <p>For our village it is stated that any external work needed on the outside of the building is the operator's responsibility.</p> <p>All our upstairs windows have stays allowing maximum opening of approx 10 cm.</p> <p>It is well recorded that many fires occur at night and that in the event of a fire more people die from smoke inhalation than being burnt.</p> <p>With rental properties the landlord is usually required to provide a ladder exit from the upper story – the same requirement should apply to Occupational Right Agreements in Retirement Villages.</p> <p>AGE OF ENTRY INTO RETIREMENT VILLAGES</p>
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							<p>There is an acute shortage of housing in most parts of New Zealand. Some people retire early or if one partner dies at age 65 the other person may well be happy to move into a retirement village.</p> <p>It is suggested that the minimum age for entry into a retirement village be lowered to 65 years and this applies to the older if there are two people.</p> <p>The benefits of a lower entry age are:</p> <ul style="list-style-type: none">- More homes being available outside the village helping to reduce the shortage- More younger age people in a Retirement Village who would be able to run activities for residents.
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							<p>TERMINATION OF OCCUPANCY</p> <p>1. Return of Capital</p> <p>There should be an absolute maximum period for return of capital of four months after vacation of the unit (including removal of chattels).</p> <p>The return of capital should not depend on the Operator's ability to find a new occupant.</p> <p>2. Increase in Value of Unit</p> <p>Where the capital sum for the unit increases (currently more than 10%) from the date of occupancy to the date of vacation then the increase in value should be split between the Operator and the Occupant – at least a 50/50 split – otherwise older people are being unfairly treated.</p> <p>The 20-30% Deferred Management Fee should be adequate to cover normal refurbishment for resale.</p>
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							<p>DEFERRED MANAGEMENT FEE</p> <p>There should be a cap on the amount allowed.</p> <p>In our case with a totally refurbished, re-clad, reroofed and double-glazed unit, a 30% Deferred Management Fee of \$ 192,000 appears unreasonably high.</p> <p>A Deferred Management Fee at 30% is considered unfair to the resident. Combined with the absence of any return of capital on sale these could be considered as exploitation and constitute “unfair contract terms” within the meaning of the Fair Trading Act Sections 26A and 46L even if they have not been the subject of a Court decision.</p> <p>Surely, changes should be made retrospective to existing contracts.</p>
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								<p>DESIGN OF BUILDINGS</p> <p>The Building Code requires an “accessible route” for people with disabilities using a wheelchair.</p> <p>When units are built or refurbished they should have:</p> <ul style="list-style-type: none"> - Seat in shower - Ability to push a wheeled shower seat into the shower when people need help - External doorways and internal access to garage should either be level or have small ramps to give easy access for a wheelchair or walker - A light in any large cupboard.
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							<p>The Lifemark Building Design Standards should be followed for all new AND refurbished accommodation.</p> <p>Common Areas for Residents Use</p> <p>These should be “fit for purpose”, for example – the acoustics should be such that people are able to converse easily with more than the person next to them.</p> <p>In our village we have a Friday ‘Happy Hour’ - a number of people do not attend or have stopped attending because of the poor acoustics and inability to converse in a small group of people.</p> <p>This defect has a negative impact on the ‘community spirit’ of the village residents and defeats the purpose of the gatherings.</p> <p>ELECTRICAL WIRING</p>
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								The maintenance if permanent electrical wiring should be the responsibility of the operator – this should be made clear in writing to residents.
10666945 1	Yes		No		Yes			
10702840 1	Yes		Yes	<p>1 Quality of villas apartments need upgrading to Healthy Homes Standards and Fit for Elderly as per Life Mark Standards</p> <p>2 Age of entry gone from 55- 70 . No longer good mix of ages and too many transfer within 3-5 years into higher level of care.</p> <p>3 The ORAs are too vague re obligations for repairs and maintenance leading to constant disputes and high variability according to whim of local managers</p> <p>4 The Complaints process is cumbersome and accelerates too quickly to legal action.</p>	Yes	Yes	Too many government agencies involved with no one having full oversight.	<p>The quality of residents tenure is being disadvantaged by the weaknesses of the current statutory base and its bias towards the companies/ owners. eg the rush to build high rises and too close rows of housing [Coronation St. See research in Australia published in the Conversation on ageing in neighbourhood.</p> <p>Australia has .</p>
10689550 1	Yes		No		Yes	No		
10672065 1	Yes		No		Yes			Residents should be fully advised of their rights before signing any

								documents and understand what they are signing up for.
106870151	Yes		No		Yes	No		
106276751	Yes		No		Yes			
106686651	Yes		No		Yes			<p>Comments on the retirement villages legislative framework as discussed by Residents at [REDACTED]</p> <p>Points to consider.</p> <ol style="list-style-type: none"> 1. Full review of retirement village rules and regulations. 2. More power for Commissioner to ensure overview of industry. 3. Clearer information when purchasing units: <ol style="list-style-type: none"> a. What is provided in the unit? E.g.: appliances etc. b. Who is responsible for maintenance and replacement of appliances, carpet etc.? c. How often are units redecorated?

								<p>d. Weekly fee.</p> <p>e. What happens when units are vacated.</p> <p>4. Clearer information when units are vacated:</p> <p>a. What responsibility do residents have re leaving the units, cleaning etc.</p> <p>b. When do weekly fee payment stop? There should be a limit on this. Maybe 3 months.</p> <p>c. How long before payment if unit takes a while to sell? Suggest 6 months.</p> <p>d. This needs to be standardized over all operators.</p> <p>5. Standardized and simple complaints process needs to be implemented with the commissioner having the ultimate say.</p>
106695101	Yes		No		Yes			No
106074551	Yes		No		Yes			

106940601	Yes		No		Yes			Thanks for the great initiative.
107200901	Yes		No		Yes			
107213451	Yes		Yes	Refurbishment of villa free to existing resident after a certain number of years	Yes			As Q2
106727351	Yes		Yes	The requirement that after 8/10 years residence in an apartment or villa the operator will meet the cost of certain chattels that need replacing. Why should the resident be responsible for these costs when they do not participate in capital gain when they vacate and the unit is sold.	Yes	No		Compliments to those responsible for compiling the "White Paper". I trust pressure must be maintained on the relevant Ministry for appropriate action to review the items of concern as submitted as soon as possible. A number of Residents are being affected by the anomaly's currently in the Act and Code of Practice.
106135201	Yes		No		Yes	Yes	Transferring from one level of care to more care. Currently have to sell one villa at reduced price and then buy another accommodation at the current price. It	<p>The button for assistance needs to be in the lounge as well as currently in the shower, toilet and bedroom. .Prior to moving in I</p> <p>was informed that this was my first port of call in an emergency. Now we are told we must first call the ambulance and if we</p> <p>are lucky [REDACTED] staff if they have time will call us. NOT GOOD ENOUGH.</p>

						<p>could be beyond many residents financial means, so what do we do?</p> <p>Eleven years ago when I first moved in I was under the impression that moving through the level of care was a just a move as</p> <p>needs be no one ever indicated that it would be a sale of units to get more care..</p>	
106262951	Yes		No		Yes		No
106469551	Yes		Yes	<p>It does not address the issue of whether change to items such as capital gain or capital loss on sale/exit, would be effectively backdated or apply only to new agreement going forward and if they were backdated if they would be offset by making fixed for life weekly fee's reviewable. This an issue that could radically affect the business model of owner operator companies.</p>	Yes		

				<p>Legislative backdating that has such large effect is rarely passed.</p> <p>If a change in this area did happen and it were NOT backdated, current resident need to know it won't benefit them.</p>				
106608301	Yes		Yes	<p>There is an unfair clause in my disclosure statement stating that "On termination of the ORA, the resident is required to pay to the operator any costs occurred by the operator in repairing any damage or want of maintenance or repair caused to the interior of the unit...which is not attributable to fair wear and tear." I think this clause should be done away with, as any such assessment would be subjective, and absolutely unfair to the resident or their estate. The operator makes a huge profit on these houses, and should meet any costs incurred on refurbishment, especially if the resident has occupied the house for more than five years.</p>	Yes			<p>It would be fair in the light of the huge capital gains that operators are making at the moment that part of this gain be shared with the resident or their estate. Houses in my village are now selling at more than double their cost a few years ago.</p> <p>Information about transferring to different levels of care needs to be more transparent and readily available. This is not the case at the moment.</p>

10689040 1	Yes		No		Yes			More clarification needed concerning duty of care vs privacy and independent living. More definition needed of right of operator to close main village access and control entry/exit of residents. There is a need for a practical means of ensuring operator complies with all requirements to consult.
10735755 1	Yes		No		Yes	No		
10740030 1	Yes		No		Yes	No		
10734500 1	Yes		No		Yes			
10761945 1	Yes		No		Yes			
10728920 1	Yes		No		Yes	No		
10745560 1	Yes		Yes	The law now requires units should be double-glazed. This should be done retrospectively and not wait until the unit has been sold.	Yes	Yes	In many cases tenants are disadvantaged when it comes to their finances. All the advantage seems to be with the Retirement Village owners. For example, residents have to pay all rates and their increases even though the	A detailed review is definitely needed. Village contributions should cease once a resident has vacated their unit and it should be more expedient for relatives to access their parents inheritance.

							portion "owned" by the owner increases.	
107405951	Yes		No		Yes			
107656051	Yes		No		Yes	No		
107459451	Yes		No		Yes	No		
107587701	Yes		No		Yes			
107278401	Yes		No		Yes			
107248201	Yes		No		Yes			
107448401	Yes		Yes	Fixed weekly fee for life	Yes	Yes		██████ residents must use Pioneer Energy for their power supplier, but they do not have package deals of power, internet , data or landline
107275101	Yes		No		Yes			In reviewing the complaints system, where would a resident stand if a complaint made by a resident against an operator (say, for possible aircon noise from a new indoor pool) was not resolved to the resident's satisfaction (say, the noise could not be stopped - according to the operator)? Could the Review consider an independent third party to review an unresolved complaint, or would the resident have to listen to the

								noise forever because of an operator's decision? All residents should be entitled to peace and quiet and not be subjected to noise caused by other residents or a village facility that the operator is responsible for. Perhaps ORA's should include words to that effect.
10734985 1	Yes		No		Yes	No		After watching my grandparents, then aunt and now my mother and father continue to be fleeced and end up with nothing after working hard all their lives is just bordering on criminal. A major revamp in favour of the residents needs to happen. When my mother is forced into 'care' she stands to lose about \$700,000 on her 'licenced to occupy' villa - \$200k for remodel (but it is new after just moving into a smaller one when dad died) and then \$500k of capital gains lost since buying in 15yrs ago! An absolute disgrace and she will probably be forced to do a reverse mortgage situation to stay there as she runs out of \$\$\$.
10740105 1	Yes		Yes	Improvements paid for by a Resident. Many Residents spend Thousands of dollars improving there RTO homes and when they leave for what ever reason the Owner sells the	Yes			We all enter these arrangements knowing that we are going to loose 20% of our investment plus another 2% admin fee and not enjoy capital gains but Village owners rarely live

				improvements as well. ie extra Concrete, Pergolas etc.				up to their promises and some ae treated badly.
10742455 1	Yes		No		Yes	No		Any improvements to villa paid for by occupier should be reimbursed and added to the villa value on the vacating and payout is made less the 25% .
10762065 1	Yes		No		Yes	No		I have an EPA for my parents who are both very very elderly and are stressed with this paperwork. I would like to say that for seniors who do not have an asset base, purely the pension they rely on to live, and the apartment for which they have right of residency, should not be taxed or have money taken off them when they vacate for whatever reason. Family members are always providing financial support to our parents on an ongoing basis because the pension does not support our parents enough to pay for food and the rising cost of medical bills. To have a large percentage of the funds paid to purchase occupancy rights taken from them when they vacate is not right. [REDACTED] have already increased the monthly cost of living in the apartment they should not be allowed to help themselves to funds when the apartment is vacated, except for putting the apartment in

							<p>a saleable position (carpets, appliances etc). The village my parents are in has no support in the evening or weekends and very little support during the day as the manager is often out. There is a dementia hospital across from them but its not right that there is no one at the village 24/7 when you have a residents aged in their 80s to 80s as my parents are . They fall often and neither of them can help the other up. They do have St Johns but that is based in their home not outside the home. The cost of the meals they purchase from the Dementia unit is very high considering the quality and quantity of food they receive. I just would like to see a fairer system, inhouse support, less financial stress for them, and a fairer deal on vacating the apartment considering as family members we are already constantly financially supporting our parents.</p> <p>Medical treatment. In every instance my parents are forced to travel long distances for treatment. They live in [REDACTED] but their appointments are [REDACTED].</p> <p>The only form of transport that is</p>
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								affordable is a service that takes them to [REDACTED]. All other places they have to find their own way there. There is no travel support other than the family (which is me). This takes a toll on my parents. Travelling is tiring for them and neither of them keep good health. If an appointment is not close to home and involves travel then they should be provided with adequate and appropriate travel options at little or no cost. this is a serious lack of support and consideration for our elderly.
107607851	Yes		No		Yes	No		
107644201	Yes		No		Yes			no
107412001	Yes		No		Yes	No		I am particularly concerned about the issue of Capital Gain on vacating the Village in these extremely inflationary times.
107629101	Yes		No		Yes			I'm very pleased to participate in this survey and look forward to a fair out come
107336751	Yes		No		Yes			Timely document having regard to social and economic changes since RV Act was introduced in 2003. There are some basic equity issues involved

10762425 1	Yes		No		Yes			Weekly fees should not increase yearly. A percentage of any capital gains should be paid back to the resident or their estate as the retirement village take a DMF of 25% of the original payment for licence to occupy
10737490 1	Yes		No		Yes			
10734675 1	Yes		Yes	<p>I would like to see some legislation that ties the minimum entry age to the age at which a person becomes entitled to Superannuation.</p> <p>In my village, the minimum entry age has changed from 55 to 65 and now 70. There is a strongly held conviction in the village that the increasing entry age strongly favours the village owner/operator as reduces the amount of time that a resident remains in the village increasing the turnover rate. This Age Discriminatory policy, artificially ages the demographic in the village to the detriment of residents. Many residents are attracted by advertising that that paints a</p>	Yes			<p>Our Government has a responsibility to enact Legislation that is fair and equitable to all parties involved but this is an area where the current law is slanted more in favour of one party - namely the village owners/operators. Most owners operate their villages in a fair manner however there is nothing to prevent a 'good' owner selling out to a 'bad' owner, so it is important that the Government put in place Legislation that protects the interests of all Retirement Village Residents.</p>

				<p>happy vibrant life in the village and although we do have an Activities Coordinator in the village, this is a 9 to 5 five days a week position leaving residents to provide activities outside this time period. In order to do this we need a continuing supply of younger residents who are able to provide the support needed to run Shared Dinners, BBQs, Fish and Chip nights etc; social events that residents invested so much of their retirement capital to enjoy.</p> <p>I urge the Commission to add provisions in the Act to remove this age discrimination.</p>				
107605301	Yes		No		Yes	No		<p>I seek urgent amendments to the Code of Practice and other relevant regulations for inter alia the following reasons:</p> <p>1. The CoP having been created pursuant to the Retirement Villages Act means that it should be consistent with and give effect to the purpose of the Act.</p>

								<p>2. The purpose of the Retirement Villages Act should be looked at and the first and the most important purpose stated is to protect the interests of residents and intending residents of retirement villages.</p> <p>3. Anything that indicates an unusual or contrived application of a provision in the CoP is also likely to indicate that the provision was not used in the way Parliament contemplated at the time the CoP was approved.</p> <p>4. I therefore appeal to the Government and all other relevant authorities to strongly consider the CoP changes proposed by the RVRANZ.</p> <p>5. The CoP is a legal document and sets out the minimum rules for all Villages and over-rides less favourable ORA provisions. The CoP</p>
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							<p>is non- prescriptive to the point that wide interpretations of clauses are possible and usually not in favour of the resident.</p> <p>6. Appeals to the Statutory Supervisors are ineffectual in many cases because the terms laid out in the CoP are so broad that many interpretations are possible and their recommendations are non-binding, allowing outcomes, which are perceived by residents as unfair, albeit in accordance with the black letter of the Act and CoP. In fact I question the effectiveness of the Statutory Supervisors effectiveness especially about identifying what the problems really are for residents whose interests and welfare they are meant to look after. I am on the Residents' committee here and have, in two years, only had indirect contact with the Statutory Supervisor twice at AGM's. He has never taken the trouble, to my knowledge of meeting with our residents committee, to discuss and identify for himself the issue that affect the interests and welfare of our</p>
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								<p>residents. At the last AGM which he was meant to chair he agreed to that the CEO of the owning company (hardly an independent person) to chair the meeting in his place.</p> <p>7. New Zealand has a myriad of legislation protecting consumers and while an expectation exists that the Act and CoP are aimed at protecting residents of Retirement Villages, most residents discover soon after entering a Village that in practice their protection is very limited. In my case the owning company persuaded us to buy an ORA largely on the basis of promises for the provision of various key facilities, none of which have yet been achieved or even started within the indicated timeframe. As old people with limited time horizons and for whom the village is their last home, time is of the essence. It is too easy for village owners to play the long game in the knowledge that if they wait long enough their promised obligations to residents will disappear or be forgotten.</p>
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							<p>8. Factors that influence legal advice provided before entering into an Occupation Right Agreement are:</p> <p>a. Solicitors' lack of practical knowledge as to how operators interpret and how Operators apply specific ORA and/or CoP clauses in practice in order to gain undue advantage contrary to the general spirit and purpose of consumer protection legislation.</p> <p>b. Residents of Resident funded villages', also referred to as 'cost recovery villages' are extremely vulnerable.</p> <p>c. Intending residents can shop around before entering into an ORA but they are in effect faced with a 'Hobson's Choice' when it comes to deciding which Village to choose.</p> <p>9. ORA exit clauses, in particular, of most Retirement Villages are heavily slanted in favour of Operators and can result in extremely unfair situations and</p>
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							<p>outcomes on termination of an ORA.</p> <p>10. The mentioned CoP exit clauses, viewed in substance, result in outcomes not consistent with the Parliamentary contemplation 'indicator' applied in recent landmark cases.</p> <p>11. There are significant inconsistencies in the way the ORA conditions and village rules are applied in practice. Does the Statutory Supervisor not have a role to play here?</p> <p>12. There is lack of clarity in the legal status of ORA and policies and which takes legal precedence. For example, my village has issued a policy that states that the owners are entirely responsible for refurbishment costs when the residence is vacated, yet the ORA still have clauses that place obligations on the resident for the</p>
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								<p>payment of some refurbishment costs which are to the owner's advantage.</p> <p>13. In my village the management has worked reasonably closely with the Residents' Association Committee for the betterment of villagers and the village facilities. However, the owners have taken advantage of the goodwill of the committee and individual residents to take on responsibilities and jobs that are entirely the responsibility of management, thus saving the owner's money.</p> <p>I recommend the following:</p> <p>1. Better defining the purpose of the facilities fee, village contribution, or deferred management fee</p> <p>2. Better describing maintenance which should not include replacement or upgrading of facilities and retirement village property</p>
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							<p>3. Providing for a committee formed by the residents of a retirement village if properly mandated, to act on behalf of one or more residents in any dispute, negotiation, complaint or dispute process provided for in the legislation</p> <p>4. If residents are required to maintain chattels, fixtures and fitting or when the need arises replace any such item inside a residence, the cost of such repairs or replacement should factor in the fair wear and tear already undergone by such item.</p> <p>5. Residents should not be held responsible for paying in any way for the rectification of design flaws/weaknesses or built-in problems (such as slippery bathroom floors) identified in their residence after occupation begins.</p>
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								<p>6. Residences for retired people should be built to standards aimed at satisfying the health and safety needs of the elderly, and certified by an independent authority as “fit for purpose”, before the owners are allowed to sell an ORA for each residence</p> <p>7. The cost of any periodic upgrading and/or betterment of village property should be for the sole account of the Operator</p> <p>8. The charges for outgoings (weekly fees) shall cease not later than the date of vacation</p> <p>9. Fixed deductions (DMF) must not accrue past the date of termination</p> <p>10. The Operator should pay all sums due under a terminated ORA</p>
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							<p>to the former resident within 6 months after the former occupant vacated the premises</p> <p>11. The 'Right not to be exploited' should be better defined to include financial exploitation</p> <p>12. A National Retirement Village Mediation and Disputes Tribunal should be formed to deal with mediation and adjudicating disputes that is easily accessible to lay persons with the power to interpret law and ORA provisions.</p>
107225401	No	I haven't read and won't read it	Yes	Do you really expect an 88-yr.old to plough through 39 pages of hype and give a reasonable response?	No	No	yes. I think it is an imposition to land this document in an old person's lap and expect him/her to read it. And I cannot afford to pay a lawyer to read it to me.
107443001	Yes		Yes	The need to protect residents "investment" and situation in the event of an environmental disaster, such as an earthquake, fire, flood or similar.	Yes		I am mindful of the 2006 RV Code of Practice COP) Review which led to the 2008 COP being released which eventually favoured the owners, rather than the residents. A review of the [REDACTED] RV (and others in [REDACTED]) of 2011 will raise some challenging issues which remain unresolved. There was no

								RC then, there was no or minimal dispute resolution capacity, the Statutory Supervisor sided with the owner (not the residents), residents were "kicked out" by the owner and left to fend for themselves (or die), the Minister(s) responsible did not want to take action to ensure that residents were cared for financially, health-wise or rehomed post the 2010/2011 Christchurch earthquakes, there was no way to enforce disclosure of the owners financial or insurance situation and so on. This must not be allowed to happen again ! We lost our mother () as a result of these failings and more.
107391801	Yes		No		Yes	No		
107643701	Yes		No		Yes			
107442951	Yes		Yes	The standard and maintenance of the grounds at is a weeping sore for the most of the residents.No interest whatsoever is taken by management and the majority of aged residents are hurt by this. Under current management I dont believe it will ever improve.. Im not speaking about our individual	Yes			I am highly impressed with your undertaking and getting this into the open. For too long Management have held the upper hand and we are merely (in some cases) a cash cow!

				surrounds so much but the main surrounds of the village which of course does encompass our own areas.				
10760295 1	Yes		No		Yes	Yes	The transfer of wealth, my wife's mother died recently she had been in 2 retirement villages, they successfully transferred 50% of her wealth from her Bank account to theirs, the amount of these Deferred management fees are horrendous, she lost half a million dollars in them via 2 different operators, add to that the Capital gain that they made as well plus, they charge a weekly fee to live in these villages, at the end of the day the profits these Villages are generating are nothing but a	No my main concerns are the massive profits that are generated at the expense of the elderly, it is nothing but cruelty!!!!

							GREED grab from the venerable elderly, we feel this needs addressing by this enquiry, we ourselves were looking at buying a license but the hands on dealing with the mother in laws financials has completely put us off, we now look at it as nothing but a transfer of assets from our bank account to theirs, surely the annual reports and enormous profits these village operators are generating is cause enough to be looked into.	
10755740 1	Yes		No		Yes			
10735695 1	Yes		No		Yes			My submission concerns the need for proper training of persons before they are appointed to administration positions in the industry.

								<p>At present, experienced staff can only be obtained from employment with other operators and even they have not received proper training.</p> <p>With the current explosion in new facilities, both retirement villages and care homes, the need for trained management staff is evident.</p> <p>Polytechnical Institutes offer a solution to the training need. Most of these institutions have administration, nursing and care courses. A melding of the required tuition from these existing courses could provide say a diploma level qualification to suit the Industry's needs.</p>
107386901	Yes		No		Yes	No		
107404051	Yes		No		Yes	No		
107647251	Yes		No		Yes	No		<p>There should be a requirement for a fully scheduled (yearly) and published 10 year maintenance plan. This should show compliance with the New Zealand Building Code and Act and reference specific manufactures requirements for building components used in the construction of buildings within</p>

								each village and be available for comment by residents of that village. A penalty shall be applied to the village owner if they do not meet each years requirements.
107572201	Yes		No		Yes			
107425251	Yes		No		Yes	No		
107617251	Yes		Yes	<p>The return to estates is shocking. I paid \$930,000 -00 for a unit at [REDACTED] in 2007. Should it be sold at the present time it would be marketed at \$1.85m but the return to my estate will be under \$600,000 as Management charge to remove anythings I have added, eg an air conditioner in a room without a window, and shelving in an alcove, and even if it sold immediately fees continue for 6 months.</p> <p>When I came to [REDACTED] the Care Unit was not yet opened My two medical sons were assured it would be so equipped and staffed with a trained person on duty at all</p>	Yes	Yes		<p>I have been here under four different managers. The first was a woman, who had no interest in anything but crosswords and her animals The second was from South Africa. He was a champion oarsman and judo star. He was pleasant when he was here but everything went into a "never -got- t0o pile. Then there was a former bank branch manager but was not at all knowledgable about the garden of domestic side of the position.</p> <p>I would be very willing to come to [REDACTED], at my own expense to work through the feeling of lack of security healthwise, as people age in a village without a Registered Care Facility.</p>

			<p>times.They would be able to keep residents in the village to THE END OF Life. !5 years on and numerous complaints at AGM", and the Care Unit has never been Registered and NO trained staff is on duty outside working day hours 8-5pm weekdays and shorter hours asa weekends. Only passive residents are kept to the end, others are sent off to other organisations.</p> <p>I had a near fatal episode 16 months ago. About 8pm I became violently ill and rang my alarm for assistance I waited 20 minutes for a"care giver- unqualified " to come. While I waited I rang 111. When the care-giver arrived just before the ambulance ,she said that I was making a fuss- I obviously had eaten something that disagreed with me. I was operated on that evening in ADH for a strangulated small intestine.</p> <p>I sent a detailed report to the Head Office and got no reply.</p>			<p>About 7 years ago I took similar complaints to [REDACTED] at his Electorate office in [REDACTED] . I had not then had my near-run-surgical drama. I heard back that he had lodged my complaints with a relevant person.</p>
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				<p>There are a considerable number of Residents here a who are highly qualified in many fields. It is in the area of catering and Gardening that their skills could be well used. This village has an extremely small kitchen -no larger than a medium sized household one , with no window, so working conditions are poor. It is clean but how it is allowed to operate beggars belief. There are about 40 residents out of a total of 120 who probably pay for an evening meal either delivered to their unit or served in the dining room daily. The menu is nutritionally unbalanced and is on a 2-3 weekly rotation.It is very monotonous. About a quarter of the residents are married couples ,the remainder are single people and they are less like to want to do their own cooking every day.</p> <p>The village is on a very small site, relative to the number of</p>				
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				<p>apartments. The ground are tended by a commercial firm. There is no provision for residents to plant their own choice of flowers or shrubs. My brother -who has he is own unit here all, and I put a considerable sum in toclearing a rubbish dump at the back of the Care Unit. We hoped to create a contemplative garden in an area in the shade of a old chestnut tree.. We slogged on it for two years but had no co-operation from the garden contractors and when they ,without notice, lopped the major branch of the tree which gave the shade, we gave up.</p> <p>Looking back over 15 years my life, I feel I would have been much better to have found an apartment in the same [REDACTED] locality.</p>				
107636451	Yes		No		Yes	No		
107416301	Yes		No		Yes			
107427051	Yes		No		Yes			

10762775 1	Yes		No		Yes		Clarification on what resident has to pay for in their villa/apartment I was on the understanding that if I broke something I paid for it. If it was maintenance they paid - does this also include wear and tear not caused by the resident?
10744420 1	Yes		Yes	The establishment of weekly fees using a cost recovery system is variable, misused and causing distress to retirees in some villages using it.	Yes		Please refer to my submission below. CFFC White Paper Submission. Regarding Systems for charging weekly fees Limitations in the role of Trustees Lack of Management suitability I live at [REDACTED] [REDACTED] The village is being built by the owners who are also the operators and uses a Cost Recovery system for maintaining weekly fees. SYSTEMS FOR CHARGING WEEKLY FEES Some Villages have a fixed weekly fee system for charging and

							<p>Residents can calculate their ongoing budget at the beginning of occupation.</p> <p>Some Villages have a fee which is adjusted on an annual basis with the increase being tied to the Government Superannuation rate of increase. Residents under this system can be relatively sure of their financial security regarding weekly fees into the future.</p> <p>Some Villages have a weekly fee system related to the CPI which is similar to the system above.</p> <p>Other villages such as [REDACTED] have a Cost Recovery system which in theory meant that all costs relating to the running of the Village can be passed on to the residents.</p> <p>COST RECOVERY</p> <p>My experience here has convinced me that this system has serious flaws and should be banned.</p> <p>Without proper experience or with intent, costs can passed on to residents in an arbitrary manner. Within months of moving into our</p>
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								<p>village, an increase in fees included an allowance for 'leap year' whereby an extra days charges were to be spread over the year. (following discussions, this was dropped)</p> <p>My Disclosure Statement notes that The Operator may increase service and facilities charges, but only in accordance with actual charges. I have found, (following several discussions with our Covenant representative) that this is not the case since in most villages the costs are subsidised and the subsidy can be manipulated to give an outcome regardless of cost increases.</p> <p>There is no good incentive to control costs and decisions can be made even after discussion which can unnecessarily increase costs, for instance, we have had substantial common area gardens put into the village without regard to ongoing costs .</p> <p>We are reliant on the ability of the operator to manage the accounting function well and fairly but I found last year when checking invoices, that cost breakdowns between the</p>
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							<p>operators business costs and residents costs was incorrect to our detriment.</p> <p>These faults with this charging system make it extremely difficult for we retirees to forecast future costs and budgets and to check costs and the discussions involved with management have been extremely stressful for all concerned. Added to this the operators decision is final hence my contention that this system is inequitable and should be discarded.</p> <p>LIMITATIONS IN THE ROLE OF TRUSTEES</p> <p>In our Village, we use Covenant Trustees who supply a 'senior relationship manager' whose role is I believe to ensure the ongoing financial viability of the Village. Although it has been claimed that these representatives audit the accounts and look after the interest of the residents, it appears that</p>
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							<p>they are very limited in their role and this needs to be changed or there needs to be a clear and simple process for addressing ongoing issues between residents and operators.</p> <p>Audits. Although they run a follow-up audit on the company's audit, they do not audit the charges passed on to residents and it falls on the residents to check that charges are legitimate costs and to try to manage negotiations with the operators even though the operators decision is final. This may not be unfair but it certainly can be. The role of the Trustee should include verification of legitimate charges in the case of 'cost recovery' type villages. This would of course increase the already high costs for the residents associated with the trustee (currently around \$1000 per villa for us) and would not be necessary if we did not use the 'cost recovery' model.</p> <p>COMPETENCY OF MANAGEMENT</p> <p>It is clear from my experience here that there needs to be some standard level of competency</p>
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							<p>among would be village operators. This needs to include financial knowledge as well as an understanding of the expectations of the elderly and despite a preference in calling villages 'lifestyle' it is evident from the age criteria usually given that the same rules should apply to management experience and ability.</p> <p>Finally, I could give examples of many of the issues raised above but in brief, despite having my lawyer review my documents at the time of our contract completion, I have to say I could never have envisaged the difficulties, frustrations and stress that living here could produce but worse is the fact that there appears no clear agency where such matters can be raised in an impartial way.</p>
107392501	Yes		No		Yes		
107560701	Yes		No		Yes	No	No
107656701	Yes		No		Yes		No

10738355 1	Yes		No		Yes	No		Q4 - not that we can think of. But definitely support a thorough review..
10760805 1	Yes		No		Yes	Yes		<p>Regarding</p> <p>1. resale and buy-back</p> <p>I think a maximum of 3 months is sufficient for buy back. Estates need to be settled asap.</p> <p>As to capital gain, Yes a portion should be allocated to the resident or their estate. These residences are "sold" at real estate prices, but they are not real estate in the true sense. So either the cost is lowered to an appropriate amount for "right to occupy" or some capital gain must be allocated on vacation. In the current situation I forfeit 30% of my "purchase price" when I vacate for whatever reason. As I have paid real estate prices and the new resident will pay real estate prices, the amount of "cash" to go to the operators is more than substantial. If I live in the same residence for 10 years the price on average will increase by 50% at least, in fact where I currently abide, prices of villas have risen more than that amount in just 5 years. So if I live to</p>

								<p>90 (heaven forbid) another 15 years, my villa could sell for WELL over 1 million, more like 1.3, which means at my "purchase price" the operators will get cash in hand of 1 million dollars. In addition, I paid an additional \$26,000 for extras, none of which I will be compensated for i.e. i will not get 60% of that back on resale, it is not added to the purchase price as an inclusion of the price paid. Some may argue that we knew what we were getting into, but property prices have increased substantially to our detriment.</p> <p>2. Weekly fees</p> <p>These fees should be reduced by around 50% after a resident vacates. While maintenence still has to be undertaken, the resident is not using the faciiliites which are part and parcel of the weekly fees.</p>
107424251	Yes		No		Yes	No		
107366651	Yes		Yes	I believe more consideration should be given to introducing fixed fees. We have had over 20% increase in our weekly fee in the past 4 years which is entirely unacceptable and very	Yes	Yes	Fees charged for services in the village need to be curbed and similar to service charges that can be obtained outside	More respect needs to be shown to residents instead of treating them like children. I believe that the LTM fund should not be used to buy new lounge furniture, laying a new bowling green, lift maintenance etc. Surely items which are necessities

				difficult for many residents to budget for.			the village, i.e. internet, landline telephone. Costs of these services, using fibre, have recently risen in our village at an exorbitant rate even though the management can't guarantee confidentiality of service, uninterrupted service or that all parts of the village will receive internet services. By going outside the village as much as \$80 a month can be saved for the same service using Wifi.	which a village is required to provide by law should be their responsibility, as are items which improve the appearance of the village for their own sales benefits. It appears that management thinks that their residents have an unending income source. It seems very wrong that the director/shareholders of a village (basically family) can pay themselves by dividend \$3.5 million in one year from the earnings of one single village of 240 residents!
107558601	Yes		No		Yes	No		
107496651	Yes		No		Yes	No		Proposed change to exit arrangements still too advantageous to the operators. When contract is ended, resident has given required notice, villa is vacated & empty the operator should immediately repay the license fee less the DMF.

								Sharing of capital gains absolutely necessary.
107215051	Yes		No		Yes			
107518401	Yes		No		Yes			
107524801	Yes		No		Yes	No		I live in a retirement village and we have had meetings about this, and I Hope most people will take a minute to reply.
107620801	Yes		No		Yes			
107334601	Yes		No		Yes	No		No
107393751	Yes		No		Yes			The issues raised are very much the ones that concern me and also put off friends from retiring to a retirement village as so prohibitive. At our age (late 70s) my friends are thinking of their wills and legacies they would like to leave their children and feel after death the retirement village takes far too much from the resident.
107564251	Yes		No		Yes			
107385301	No	Not enough emphasis on all maintenance responsibilities both immediate and long	Yes	A review is required for what constitutes legitimate operator chattels to be repaired or replaced by residents. In todays world residents are not just replacing inexpensive light	Yes			A very thorough and extensive review is one thing. Constructive action in conjunction with operators and occupiers seeking a retrospective fair balance of who

		term for all parties involved.		bulbs! The costs involved in modern builds are very expensive for items which are really part of the fabric of the building and more properly should be an operator depreciation cost. For example all items that are permanently wired into the building: Under floor heating, heat pump, garage door motor, dish drawer, oven, cooktop, range hood, alarm system, power points and LED light fittings, heated towel rail etc. This sort of maintenance is more a capital item in nature and form part of a village depreciation account cost.				pays what is the outcome urgently required.
107355101	Yes		No		Yes			No
107602901	Yes		No		Yes	No		This document is very timely, because the issues addressed above has been a issue for some time .
107585751	Yes		No		Yes			I do feel 18years is a very long time with no change so with that comment I feel the review is long over due
107237851	Yes		No		Yes			
107634901	Yes		No		Yes	No		As conditions have changed so much since I joined the capital gains have increased so much the

								companies need to look at a percentage to reflect this.
107495851	Yes		No		Yes	No		
107647151	Yes		No		Yes			
107460001	Yes		No		Yes			<p>Having just signed up to Right to Occupy Agreement I was very surprised that we would be liable for any repairs to the chattels the village installed eg. dishwasher, garage opener etc.</p> <p>Although we are well aware we had no chance of sharing any capital gain our villa might obtain once we vacate it, this provision is heavily is heavily weighted in favour of the Village which, along with the above, are unfair</p> <p>██████████</p>
107445152	Yes		No		Yes			I really appreciate that this review is to take place.
107654051	Yes		No		Yes	No		When we signed or LTA we knew it excluded Capital Gain, but if legislation brings us 50% our estate would be happy.
107472301	Yes		No		Yes			We are in our early seventies looking at retirement village options. We have found many different types of Licence to Occupy, but most are the 30% DMF

								and no capital gain. This seems to us to be profiting from both ends of the transaction and very unfair to purchasers. We are pleased to see that most of our concerns are covered in your paper, and we believe that a review is long overdue.
107604901	Yes		No		Yes	No		
107449001	Yes		No		Yes			<p>The key issue that needs addressing is the fairness of the contracts. They are decidedly one sided in favour of the Village Operators. Areas that need attention are;</p> <ol style="list-style-type: none"> 1. Responsibility for repairs for village owned chattels and property. Should not be occupiers responsibility. 2. Occupiers should share equally any capital gains made at end of occupation agreement. 3. End of occupancy fees are a RIPOFF. NEED to be reduced significantly or eliminated. That is the cost to the owner not the occupier. 4. When the premises are vacated by the occupier the agreement to

							<p>occupy should cease within 30days - no more fees or charges to apply.</p> <p>5. Capital gain shared payment to be paid out within 6 months of vacation or 1 month of resale whichever is the shortest.</p> <p>The current agreement to are probably illegal and need to be made fair and reasonable. Currently a RIPOFF!!</p>
107431351	Yes		No		Yes		<p>The handing back of the home needs to be formalise. If unwanted item are left in the home then the cost of the disposal would be charges to the license owner or their estate.</p> <p>Items which are supplied as part of the home would be repaired or replaced by the owner. If change in regulation make an upgrade or replacement necessary then they should be to the operator/village cost.</p>
107444401	Yes		No		Yes		

10726725 1	Yes		Yes	<p>1. Retention of 10% of the Final Payment until the Resident completes a final inspection of the dwelling.</p> <p>2.MBIE should be the lead agency for the Retirement Village Act.</p>	Yes	Yes	The [REDACTED] promised a men's shed & a Care Centre.	not really
10733715 1	No	I don't think it fair that the Operator of our village should get the colossal capital gain in full that has taken place over 13 years we have been here,meaning there is no way that we could afford to buy or move to a care facility when that time comes	Yes	<p>The colossal increase in house values during the 13 years we have resided in our village which leaves us stranded if we have to move to a care facility because of current prices being so much more than we would receive after we pay the Operator the 2008 purchase price less percent</p> <p>Also I think that the weekly fee paid to the Operator should cease immediately our home is vacated and left in a tidy condition</p>	Yes			Yes these matters need to be addressed urgently by central government and not put on the back burner!
10761720 1	Yes		Yes	In some Villages, residents have spent significant capital on additional improvements such as louvre and blind patio enclosures, heat pumps and ducting, upgrades to fitouts etc with the Operators authority, but with no acknowledged compensation on termination	Yes			The Act has not been reviewed since it was introduced in 2003, and strongly favours the Operator's position, particularly with regards to Capital appreciation in a strong property market as that currently existing, and on top of the 30% deduction from purchase price as a deferred management fee.

				of the ORA. As an ex Valuer, I am sure some of these items improve both appeal, saleability, and value.				
107636401	Yes		No		Yes			We love living in our village but the financial details about what happens should we require to be relocated to a care suite here are buried in the details of the ORA which are long & difficult for a lay person to fully comprehend
107444101	Yes		Yes	1.Residents entering retirement villages under licence to occupy agreements prior to 2006 have no cover under the Code. If they entered before 2003 they have no cover under the Act. What rights do they have? Surely the Act and Code should cover ALL licence to occupy residents? 2. Lawyers are being blamed for poor advice, however the operators were acting illegally under the Fair Trading Act and other existing legislation and the blame is more widespread. Government agencies are equally to blame in allowing the legislation to be passed. In fairness, housing prices were stable until recently, but morally the operators should	Yes			As economic conditions change, operators will need to offer new ORAs. When less people move in, fixed fees may not cover expenses and maintenance standards suffer. It would suit both sides if residents' fees were tied to cost of living increases, in exchange for their right to an agreed percentage of capital gain on termination. This should be considered in any review.

				return a percentage of the gain. The question is - how can this be remedied? 3. Most operators have added new occupational rights over time. These are not signed as individual agreements and may not be known to family, village management or new owners. What is their legal standing? eg changes to termination dates and payments, repairs and maintenance clauses. Some of these collective contracts are for all residents, others apply to incoming residents only.				
107222151	Yes		No		Yes	No		
107435651	Yes		No		Yes	No		Congratulations, this review is long overdue. Our experience has been the owners have a like it or leave attitude, and we even have a letter saying they will take the matter through the courts unless we back off. A multi million dollar company against us, mmmmm.
107586701	Yes		No		Yes	No		
107228801	Yes		No		Yes			You're doing a great job. Thank you.
107593601	Yes		No		Yes	No		

10755085 1	Yes		No		Yes	No		Thanks to everyone involved for their care and hard work bringing this submission on behalf of all of us somewhat naive people.
10758285 1	Yes		No		Yes	No		Well done to the people concerned who have put the work into this paper. A full review is very necessary.
10744385 1	Yes		No		Yes			I am the daughter of a retirement village resident. Retirement village life suits my mother as it provides her with a degree of support and companionship while enabling her to maintain her independence as much as possible. I was annoyed by the comment today by the Retirement Villages Association to the effect that as residents had the terms of their contracts explained to them before they committed themselves, they entered a retirement village with eyes open. This is true but most retirement village contracts are heavily weighted in favour of the operator and given that most retirement villages use a similar model, old people who need to move from their existing homes for economic, social or psychological reasons do not have a real choice.
10741185 1	Yes		No		Yes	No		There are some important issues here to be considered.

10723215 1	Yes		No		Yes	Yes	The current model is unfair to residents. The concept plays on the aged's concerns about vulnerability if a fall or illness occurs, ability to keep maintaining the family home, financial concerns. We need safe secure housing which is not so financially disadvantageous to us, or to our estate.	The present trend for retirement villages to be allowed to become so large with so many residents is a daunting prospect and will mean that the villages will need to be situated away from normal residential areas, and become isolated from the communities. They should not be allowed either to become or to look like institutions housing older people.
10745155 1	Yes		No		Yes			
10757570 1	Yes		Yes	Corporate fee continues to rise each year. It would appear that when the super pension increases so does the corporate fee. Certainly rates do increase and we accept that but a rates rise of 8 or 9% does not equate to a corp fee rise of 18%	Yes	Yes	As above.	With the increase in living age the elderly must have a Minister who will not only listen but action for us.
10740265 1	Yes		No		Yes			No thanks
10749890 1	Yes		Yes	Foot Care is part of personal care. MOH payments to Rest Homes include the provision of all personal care to residents	Yes			Rest Homes and their Hospital Wings should be providing legal titles to beds and units, not merely a license to occupy. They get paid a

				<p>who need it. So the Rest Home should not be charging residents for this part of Personal Care, and many are doing this, which is double dipping. Audits must pick up on this, because it is exploiting the elderly. REGULAR Foot Care is an essential part of Personal Care because it contributes to health, wellbeing, and mobility. It is not a luxury...an optional extra... it is an essential nursing care. Please stop the double dipping.</p>				<p>great deal of money as it is, and do not need to make even more when rooms/units change hands. A Cap should be put on what Rest Homes are paid. And not everyone wants an extravagant luxurious complex, when modest and affordable is what they are used to. So mixed standards of accommodation should also be compulsory at planning and consent stages, to better serve the public.</p>
10760335 1	Yes		Yes	<p>The role and effectiveness of Statutory Supervisors needs to be examined more closely. Currently they are too remote from the "coal face" to properly identify the issues and problems faced by resident's Their powers seem very limited especially for dealing with undesirable practices and behaviour on the part of the owners in regards to their duty of care and their legal obligations.</p>	Yes			<p>I seek urgent amendments to the Code of Practice and other relevant regulations for inter alia the following reasons:</p> <p>1. The CoP having been created pursuant to the Retirement Villages Act means that it should be consistent with and give effect to the purpose of the Act.</p> <p>2. The purpose of the Retirement Villages Act should be looked at and the first and the most important purpose stated is to protect the interests of residents and intending</p>

								<p>residents of retirement villages.</p> <p>3. Anything that indicates an unusual or contrived application of a provision in the CoP is also likely to indicate that the provision was not used in the way Parliament contemplated at the time the CoP was approved.</p> <p>4. I therefore appeal to the Government and all other relevant authorities to strongly consider the CoP changes proposed by the RVRANZ.</p> <p>5. The CoP is a legal document and sets out the minimum rules for all Villages and over-rides less favourable ORA provisions. The CoP is non- prescriptive to the point that wide interpretations of clauses are possible and usually not in favour of the resident.</p>
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								<p>6. Appeals to the Statutory Supervisors are ineffectual in many cases because the terms laid out in the CoP are so broad that many interpretations are possible and their recommendations are non-binding, allowing outcomes, which are perceived by residents as unfair, albeit in accordance with the black letter of the Act and CoP. In fact I question the effectiveness of the Statutory Supervisors effectiveness especially about identifying what the problems really are for residents whose interests and welfare they are meant to look after. I am on the Residents' committee here and have, in two years, only had indirect contact with the Statutory Supervisor twice at AGM's. He has never taken the trouble, to my knowledge of meeting with our residents committee, to discuss and identify for himself the issue that affect the interests and welfare of our residents. At the last AGM which he was meant to chair he agreed to that the CEO of the owning company (hardly an independent person) to chair the meeting in his place.</p>
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							<p>7. New Zealand has a myriad of legislation protecting consumers and while an expectation exists that the Act and CoP are aimed at protecting residents of Retirement Villages, most residents discover soon after entering a Village that in practice their protection is very limited. In my case the owning company persuaded us to buy an ORA largely on the basis of promises for the provision of various key facilities, none of which have yet been achieved or even started within the indicated timeframe. As old people with limited time horizons and for whom the village is their last home, time is of the essence. It is too easy for village owners to play the long game in the knowledge that if they wait long enough their promised obligations to residents will disappear or be forgotten.</p> <p>8. Factors that influence legal advice provided before entering into an Occupation Right Agreement are:</p> <p>a. Solicitors' lack of practical</p>
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								<p>knowledge as to how operators interpret and how Operators apply specific ORA and/or CoP clauses in practice in order to gain undue advantage contrary to the general spirit and purpose of consumer protection legislation.</p> <p>b. Residents of Resident funded villages', also referred to as 'cost recovery villages' are extremely vulnerable.</p> <p>c. Intending residents can shop around before entering into an ORA but they are in effect faced with a 'Hobson's Choice' when it comes to deciding which Village to choose.</p> <p>9. ORA exit clauses, in particular, of most Retirement Villages are heavily slanted in favour of Operators and can result in extremely unfair situations and outcomes on termination of an ORA.</p> <p>10. The mentioned CoP exit clauses, viewed in substance, result in</p>
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								<p>outcomes not consistent with the Parliamentary contemplation 'indicator' applied in recent landmark cases.</p> <p>11. There are significant inconsistencies in the way the ORA conditions and village rules are applied in practice. Does the Statutory Supervisor not have a role to play here?</p> <p>12. There is lack of clarity in the legal status of ORA and policies and which takes legal precedence. For example, my village has issued a policy that states that the owners are entirely responsible for refurbishment costs when the residence is vacated, yet the ORA still have clauses that place obligations on the resident for the payment of some refurbishment costs which are to the owner's advantage.</p> <p>13. In my village the management</p>
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							<p>has worked reasonably closely with the Residents' Association Committee for the betterment of villagers and the village facilities. However, the owners have taken advantage of the goodwill of the committee and individual residents to take on responsibilities and jobs that are entirely the responsibility of management, thus saving the owner's money.</p> <p>I recommend the following:</p> <ol style="list-style-type: none"> 1. Better defining the purpose of the facilities fee, village contribution, or deferred management fee 2. Better describing maintenance which should not include replacement or upgrading of facilities and retirement village property 3. Providing for a committee formed by the residents of a retirement village if properly mandated, to act on behalf of one
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							<p>or more residents in any dispute, negotiation, complaint or dispute process provided for in the legislation</p> <p>4. If residents are required to maintain chattels, fixtures and fitting or when the need arises replace any such item inside a residence, the cost of such repairs or replacement should factor in the fair wear and tear already undergone by such item.</p> <p>5. Residents should not be held responsible for paying in any way for the rectification of design flaws/weaknesses or built-in problems (such as slippery bathroom floors) identified in their residence after occupation begins.</p> <p>6. Residences for retired people should be built to standards aimed at satisfying the health and safety needs of the elderly, and certified by an independent authority as “fit</p>
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								<p>for purpose”, before the owners are allowed to sell an ORA for each residence</p> <p>7. The cost of any periodic upgrading and/or betterment of village property should be for the sole account of the Operator</p> <p>8. The charges for outgoings (weekly fees) shall cease not later than the date of vacation</p> <p>9. Fixed deductions (DMF) must not accrue past the date of termination</p> <p>10. The Operator should pay all sums due under a terminated ORA to the former resident within 6 months after the former occupant vacated the premises</p> <p>11. The ‘Right not to be exploited’</p>
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							<p>should be better defined to include financial exploitation</p> <p>12. A National Retirement Village Mediation and Disputes Tribunal should be formed to deal with mediation and adjudicating disputes that is easily accessible to lay persons with the power to interpret law and ORA provisions.</p>
108095601	Yes		Yes	See comments below.	Yes		<p>I think it would be great to lower the age of entry into Retirement Villages to 68 years. This would give a few younger more active people involved.</p> <p>Also I would like to make the suggestion that the length of time when you vacate your villa or apartment that you only have to pay up to 6 months if the apartment does not sell. Not any longer than 6 months.</p>
108114801	Yes		No		Yes	Yes	<p>There should be provision for licensees to add medical aids to their villas/apartments without undue red tap...bidet toilets,</p> <p>Understand the motivation for retirement villages is more real estate/profit than 'care' but believe there should be a more equitable share of capital gain between resident and village over the time of their residency? Those living longer than average, may have outlived</p>

							removal of old unused fittings that could cause injuries if tripped (Skopec heaters etc) some easier method of personalising...after all they pay \$35k+ to renovate when they leave that should cover removal of same if next resident didn't want them.	supporting family, have less disposable income due to medical expenses/ care requirements and reducing value of their retirement funds, therefore having access to a portion of the equity due to the capital gain over time would take the strain off the country's health services and give them enjoy well deserved comfort/support?
107882351	Yes		No		Yes			No
108018801	Yes		No		Yes			
107690601	Yes		No		Yes	Yes	More clarity on issuing accounts eg electricity rates insurance maintenance	No
107677551	Yes		Yes	1. The requirements for residents to be responsible for the repair of the villa's appliances need to be addressed. In our case the appliances were at least 7 years old when we came in with fault in the oven developing after a few months (less than 1 year!) costing us \$275. Whilst we are	Yes			Although we gave the ORA to our lawyer, we felt that we were put in the position of having to accept it rather than being able to negotiate. Our lawyer was very good however he was not really conversant with ORA's as he has had very little experience with such matters.

				<p>prepared to maintain things in a good state of repair, the cost of repairing faults than are beyond our control should be on the village</p> <p>2. The issue around capital gain needs to be addressed. Suggest 70% of sale price rather than 70% of purchase price</p>				
108080501	Yes		No		Yes	No		
107878251	Yes		No		Yes			
107807851	Yes		No		Yes	No		To emphasize - as a resident in a Villa, having bought the Right To Occupy only, meaning that [REDACTED] own the Villa, on vacating the premises and returning the key, the resident is no longer liable to pay any weekly fees nor any refurbishment of that Villa.
108069751	Yes		No		Yes			
107814501	No	There is a lot more issues that need to be resolved	Yes	the practice of charging residents for chattels that are owned by the operator for repair or replacement is unjust	Yes			
108069501	Yes		No		Yes			Urgency should be given to the sale of houses to enable the wind up of estates.
108018301	Yes		No		Yes	No		

10765785 1	Yes		No		Yes			Contracts 10 years ago had to be signed when you entered the Village. Lawyers tried but were unable to change set rules. Your house was built, so you signed and moved in. Definitely time rules were fairer for residents now NZ has so many Retirement Villages. We are older and maybe will need care soon, it is going to be very difficult to have the equity to shift into care and payment is still paid for our Villa. 5 days to clear the furniture, hand in the keys, but keep paying fees until your Villa is eventually renovated and resold. Not fair.
10773900 1	Yes		No		Yes	No		I have been concerned for some time about What happens when, not if, one of us needs to downsize to a studio unit and then full care as our financial input would currently be at the value of our villa 10 years ago and presumably the value of a studio would be at today's price, much increased. Glad that this is being investigated. Keep up the good work.
10767475 1	Yes		No		Yes	No		We need a guaranteed timeframe for buy- backs with interest payable during vacant period and any capital gain on sale should be allocated between estate and the operator.

108006501	Yes		Yes	Unfair penalisation of residents fro obtaining rates rebate from councils. This is because some villages have changed the way they method of deducing rates. The resident still pays same fees but it is showing up as paying \$400 less to [REDACTED]. No discount has been given to resident for this \$400 less. Repeated questioning of this has been fobbed off and ultimately ignored. What action can be taken to address this matter.	Yes			Would really like matter above investigated as many residents are missing out on hundreds of dollars. Since the ones who can normally claim rebate are those on lower incomes, it is affecting those who most need this little bit of extra income each year.
107732851	Yes		No		Yes	No		
107713905	No	Many mentions are made of issues close to our hearts however not a glimmer of hope is given to future discussions.	Yes	The increase in home values have been way beyond expectations, affecting the choices we made back a number of years ago.	Yes	Yes	The lack of proper dating after the villa is vacated, regarding ongoing payment of weekly fees. It seems unfair for family having to deal with this uncertainty.	We are looking forward to having communicating lines open with management and owners.
107758451	Yes		Yes		Yes			I think that even half payment of fees after 3months is very hard for many families
107864651	Yes		No		Yes	No		Something needs to be questioned about the end sale price of villas & homes in Retirement Villages,

								compared to the cost that they may have paid on entry.
10812655 1	Yes		No		Yes	No		I am emailing this response at [REDACTED] request
10769440 1	Yes		No		Yes			No
10788205 1	Yes		No		Yes			We strongly feel that all changes which may be made to the Retirement Villages Legislative Framework should be made retroactive so that all existing residents of Retirement Villages may benefit as well as future residents.
10790560 1	Yes		Yes	LONG REPAYMENT DELAY WHEN WE MOVE OUT.	Yes	No		AGE AT ENTRY SHOULD BE NO MORE THAN 65.
10814240 1	Yes		No		Yes			I have read and fully agree with the submission being sent to you from [REDACTED].
10807610 1	Yes		No		Yes			
10771030 1	Yes		No		Yes	No		
10773205 1	Yes		No		Yes	No		I am at this stage unaware of any other issues, just want honest, fair, non greedy, treatment from these villages. They appear to be ripping us off to make profits for their shareholders - not Good enough !!
10779115 1	Yes		No		Yes	Yes	1- DMF should be Max 20%.	

							<p>2- Weekly fee should stop when you leave the village.</p> <p>3- Village operators should pay interest on equity balance of unit,(say 3%)</p>	
108038451	Yes		No		Yes			
108036151	Yes		No		Yes	No		I feel a review should be undertaken on behalf of all Retirement Village Residents and especially for those who cannot speak up for themselves.
107693351	Yes		No		Yes			No
107808801	Yes		No		Yes	No		
107855651	Yes		No		Yes			The most important item for me is the charges of fees to be paid once the resident vacates the unit. I would like to see this abolished altogether or at the very least halved, as if you look at it from a renting point of view, once a renter leaves the place they are renting they stop paying rent. Why should either the estate/family or the occupant of a retirement village villa need to pay further when they

								no longer live there? A reasonable allocation of any capital gain on the sale between the resident/estate/family and the operator would also seem fair and reasonable.
107818301	Yes		No		Yes			
107820351	Yes		Yes	A controlled time frame for the resale and buy back process. A restriction on charging weekly fees after a unit is vacated.	Yes			
107809851	Yes		No		Yes	Yes	A percentage of capital gain would be appreciated.	I definitely think the weekly fee should be stopped and full payment made on vacation of the house.
107861301	Yes		No		Yes			
108115501	Yes		No		Yes			I agree with the discussion paper
108091951	Yes		No		Yes			Only what has been covered in respect that fee's should end when units are vacated by residents and the operators you have much of it covered but it would be good to see a requirement on operators re a timeframe for resale or payment of a vacated unit or apartment and no fee's once vacated.

10769460 1	Yes		No		Yes			I do not mind paying for anything! But we are being Totally Ripped off with the Owners & Operators !
10829135 1	Yes		No		Yes	No		
10803535 1	Yes		Yes	I am a kiwi since 1959!my daughter has the p.o.a lives in Australia .when I die can she stay in my apartment for a few days to sort out my stuff.?No we are told .We have 6 empty apartments some already 2 years empty.Buy back after 6 months.Why?	Yes	No		I made a complaint written once a year at request of head office.At our a.g.m .The part time manageress was extremely rude to me and stuck up and had told the person I complained about.Is this happening with this paper as well?
10821865 1	Yes		No		Yes			I wish to add my voice to the statement that the 'Right to Occupy' approach ensures that any residual value in our assets passed down to our descendants is significantly reduced. When we recently considered an apartment valued at \$1.2m and became aware 30% would be deducted on our deaths, I advised the salesman that it was a deal breaker for us. He replied that he talks to the children of many prospective purchasers who are happy with the arrangement so long as their parents feel safe and cared for. I replied; so its okay for the Village company to make 30% on the windup of the agreement, and our

								<p>descendants not to have access to the benefits of our life time efforts. We would prefer to retain control of those investments ourselves rather than leave it in the hands of a village company, which also requires residents to pay for replacement and maintenance of assets owned by the village.</p>
107669251	Yes		No		Yes			<p>Re: Resale and Buyback Times: I do not agree with restricting consideration only to larger, for profit operators. I live in a 13 unit privately owned for profit village and the lengthy buy-back provisions affect us just as much as residents in larger operations.</p>
108312351	Yes		No		Yes	No		
107854851	Yes		No		Yes	No		
108037151	No	<p>I don't think the White Paper sets out clearly enough the fact that if capital gains are to be shared some of the villages will likely recoup some of this potential revenue with increased weekly fees. Most operators subsidise</p>	No		No	No		<p>I completely agree with the need for greater transparency so that potential residents can make better and more informed decisions. But, in my humble opinion, the discussion needs to be framed in a more balanced way. Not all operators are hellbent on taking as much money from their residents as they possibly can. Most operators I have come across want to provide a good, popular service and, if they</p>

		their weekly fees in the hope that they will recover these costs when they resell the unit. Market competition Why wouldn't you if you read the White Paper						are able to do this well, be able to generate reasonable profits for their efforts. This White Paper should be about enabling better disclosure, more informed decision-making and a more transparent and efficient market. From my reading of the White Paper it sounds like the CFFC is offering residents the ability to have shared capital gains and fewer weekly fees, which if it was as simple as that then why wouldn't all residents want this?
107811101	Yes		No		Yes			
108104451	Yes		No		Yes			Hope review goes ahead and all issues raised are resolved. As a village resident I believe current situation greatly benefits owners.
108256001	Yes		No		Yes	No		I support the white paper and urge that all questions are to be discussed fully.
107898651	Yes		Yes	I had no changes to my previously occupied villa nothing was replaced so do not see why I should pay for all the new fittings etc when I leave	Yes			
107894551	Yes		No		Yes	No		Villas/apartments that have doubled in price. If the occupants now require to downsize and get care, need to be able to do so without financial burden.

10800820 1	Yes		Yes	Capital improvements to a villa/apartment, paid for, and maintained by, the resident usually at occupation. Never included in the ORA. All maintenance paid by the resident over its life. At exit ownership passes without reimbursement to the village owner. Later the village owner can sell the facility with those enhancements. Simple solution increase the ORA value by these improvements.	Yes			Very professional report easily understood, particularly important for senior citizens often with limits on any understanding.
10811265 1	Yes		No		Yes	No		
10791400 1	Yes		Yes	<p>I would like to see more emphasis on the need for fairness and equality wherever it is possible.</p> <p>I am concerned that where a retirement village has no rest home/hospital that more is not being done to ensure that people living in such a village do not have to uproot themselves and move to a village where such facilities are available as they require more assistance with ageing.</p>	Yes			Just to reinforce the importance of fairness
10781130 1	Yes		No		Yes	No		

10826265 1	Yes		No		Yes	No		My partner and I would like to enter retirement village but are not prepared to buy into those that provide no capital gain and continue to charge fees for many months if you leave or are deceased. We see how high the share prices are for most of these villages and the large profits they make and feel the elderly are being exploited. We strongly believe that far too much renovation is carried out when people leave a village, including replacing carpets after only a few years and completely replacing bathrooms and kitchens. All unnecessary in most cases. Changes to agreements are also unfair.
10801945 1	Yes		No		Yes			Addressing the failure and bias of the retirement village operations and rules is overdue. Correction is necessary!
10810035 1	Yes		No		Yes			I would like to see a fixed price given for refurbishment, then the remainder of the capital gains shared between the occupants (or their estate), and the village. At present the Capital gains being made by some villages is phenomenal

10790835 1	Yes		No		Yes	No		Just hope a lot of our issues are discussed, and some changes may be made, also need to have regular reviews
10791270 1	Yes		No		Yes	No		Understanding that we would not receive any capital gain at time of sale doesn't make it right or fair for the residents. Especially in these time of soaring house prices when such massive gains are being made. As we are made very aware that we do not own the property we find it a bit of an anomaly that our estate would have to continue maintenance on said property.
10804375 1	Yes		Yes	There is little discussion and possible solutions to capital gains on sale and more importantly what happens to the differed maintenance monies while still occupying the unit? Surely this is invested somewhere and where does the interest earned come to the person who paid the money? Free money for investing on behalf of the owners? All villages should be subject to any decisions not just the big names. Privately owned villages need to be included in any future legislation change.	Yes	No		I am not sure the Statutory Advisor in our case Covenant Trustees protects our interests at all. I think the organization to protect residents' investment and monies should be independent of owners in thought and deed. I haven't seen much of this at our meetings.

				The weekly fee should be standard throughout the industry ie either fixed or joined to CPI NOT cost replacement. This should apply to all residential villages not just the big names in the industry.				
107789301	No	it has been written from the point of view of village owners	Yes	in put from individual affected groups	Yes			Some assistance should be given to residents who do not have through financial or comprehension issues find themselves unable to engage legal help in any action or dispute processes
107938251	Yes		No		Yes			
107878601	Yes		No		Yes			The Membership fee should be limited to 20%, already implemented by some operators , and the Licensee should get 50% of any inflationary gains. I agree with a guaranteed time frame for buy-backs. Repair charges on the Operators chattels should be limited to fair wear and tear.
108261851	Yes		No		Yes	No		I consider the village I live in meets so many of the problems that are or have been associated with other retirement operators. Personally I do not have any issues that need addressing.

10810185 1	Yes		Yes	<p>1 The demographics within retirement villages are aging, as age of entry is increased by operators, longevity increases and aging-in-place policies are implemented. This has at least two implications:</p> <p>1.1 It can change the level of staff support required by those in independent living villages for continuing to operate village activities, minor household matters etc. If provided, this would represent an increase in operating costs for operators, and would not appear to be willingly offered.</p> <p>1.2. It could require changes in the physical infrastructure of the village to facilitate accessibility and mobility. For example in our Village, there are no footpaths beside the roads. Residents walk, use mobility scooters and walking frames, and cycle on the road, which has abrupt speed humps across the full road. This is a hazard. Walking paths end with a step-down to the road/step-up to the path. Another</p>	Yes	No		<p>Retirement Villages are an excellent choice for many of us. My partner and I acknowledged from the start that there would be an impact on our estates from the lack of capital gain and the payment of the DMF, and this was a part of the deal. We have no regrets – but we do see areas for improvement. For example, we decided to have our villa double-glazed. While our decision was for our own comfort, it has added to the value of the property. We believe that major lasting resident-funded improvements should be added to the capital value against which the ‘final settlement’ will be calculated.</p> <p>We fully endorse the Consumer NZ comments about [REDACTED] policies re repair and replacement of ‘operators chattels’.</p> <p>We would like to see the new Rental Property standards applied: when we took occupancy, only a small column heater was supplied for a 150sqm house. We had a heat pump installed, at our own expense. Adequate heating must be a minimum.</p>
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				<p>hazard. The cost to mitigate these hazards is said to be significant.</p> <p>Perhaps it could be a Code matter to require Operators to have regard to requirements of age-profiles within the villages and the impact of policy changes on those.</p>				<p>Updating of ORAs needs to be formally handled. I am unaware of practice across operators, but In 2018 [REDACTED] announced several changes to their ORA. Two, both beneficial, applied to current residents as well as new, and therefore materially (and positively) varied our ORA. These were advised by letter from the CEO. I asked for amended clauses to attach to the Agreement, for the benefit of my Executor. I was assured that Management would know what was required, and formal variations were unnecessary. If I wanted, I could ask MY lawyer to draft. I may yet re-address this. However, in the hope that more positive changes result from a Review of the Framework, I believe it should be a requirement that proper variations of contracts are provided for substantive variations of ORAs.</p>
107806151	No	Not enough investigation into exit fees charged by the likes of [REDACTED]	Yes	Exit fees	Yes			<p>I do not see how charge can be applied after the person has died and cannot use the use the facilities .</p>
107860701	Yes		No		Yes			<p>Long overdue as retirement village operators have been "robbing" residents of their hard earned savings for too long!</p>

10827130 1	Yes		No		Yes			
10772475 2	Yes		No		Yes			
10827515 1	Yes		No		Yes			I would like to see a guaranteed timeframe for buybacks, operator to pay interest during vacant period and any capital gain to be shared between resident and operator.
10794645 1	Yes		No		Yes			
10824110 1	Yes		No		Yes			
10833505 1	Yes		No		Yes	No		I think at present we the residents and our estates are at a disadvantage which is being addressed in this White Paper.
10809720 1	Yes		No		Yes			
10829535 1	Yes		No		Yes	No		Some of the ramifications of the contract only become apparent after several months, when one starts to interact with Management. It's very easy to feel powerless and unheard. Management seem to lack the necessary interpersonal skills to deal with residents. We are not naughty pets.
10825465 1	Yes		No		Yes	No		
10808825 1	Yes		No		Yes			We believe that better outcomes in control of village practices and behaviour could be achieved if ONE

							government department had responsibility and teeth to enforce good practice.
10769580 1	Yes		No		Yes	No	As a current resident of a Retirement Village we only had two options when signing up, either we accepted the terms of the ORA and therefore bought into the Village or we didn't accept and didn't move in. Some minor points were able to be changed, but nothing of major significance as brought up in the White paper. I would like to see changes made that are fair and equitable for all parties as now the operators have a system whereby they use our money to build the houses taking off 30% of that purchase price when we vacate and give us no share in the capital gain. A licence to print money. A way of ripping off the elderly when we wish to secure for ourselves a comfortable and safe lifestyle in the latter years of life.
10804445 1	Yes		Yes	1.The unfair obligation on residents to maintain fixtures, fittings and chattels owned by the provider/operator. 2. Limits of residents rights. 3. No capital gain.	Yes	No	That the outcome of the review will benefit both residents and the provider/operator fairly.

				4. Other fees such as the continuance charge of weekly costs during the process of selling the vacant apartment.				
108093351	Yes		No		Yes			
107674301	Yes		No	Gardening (except for grass cutting) is only done seasonal, that is four times per year! exactly what residents come here for if one needs extra gardening requirements its \$45 per hour. Weeds grow constantly	Yes			If I had had things fully disclosed at time of purchase by Sales people and my Solicitor I may have thought twice about entering into a village contract in terms of resale. Personally I feel in retrospect the same process should follow as for a private sale (outside a village) their should be a final inspection and a settlement date as to when funds transfer. Not have to wait for a resale. My wife and i moved into our villa in May 2020 and it is my understanding this particular villa took 9 months or so to sell. That sort of thing is of a concern and we ourselves are locked into a ORA and CODE not fully explained. Also Through disability I am not able to garden and was not told of the seasonal gardening four times per year. Only that all gardening is done which is incorrect only grass cutting on a regular basis.
107881401	Yes		Yes	Issues relating to the Construction, maintenance,	Yes			On page 23 of the white paper I believe the word 'long' is missing

			<p>and Building Code Compliance of buildings in villages is not mentioned in depth. For example MBIE is responsible for the development of building standards and the NZ Building Code as set out in the Building Act. In addition Territorial Local Authorities have a role especially around the Compliance Schedule and safety matter relating to safety of the structures such as the communal facilities. They should be listed amongst the agencies with responsibilities.</p> <p>The maintenance level, frequency, and standards in some villages is substandard. Minimum maintenance requirements for all units in retirement villages should be clearly set out. In fact for every village the operator should have a written maintenance program covering regular, irregular, short term and long term maintenance. This should be reviewed at least annually and made</p>			<p>from near the bottom of the first paragraph.</p> <p>Also on page 23 I disagree with the suggestion relating to the reduction of weekly fees on vacation of a unit. In my view the requirements should be much tighter and should be more like 'Village weekly fees should reduce by 50% on vacation of the unit and cease 3 months after vacation of the unit'</p> <p>When a resident transfer to a higher care unit then I can see no reason whatever why the existing ORA cannot be transferred to the higher care facility. That would eliminated the need for the resident to pay the deferred maintenance fee, which is unfair anyway. The Village still gets an empty unit to sell and the capital gain.</p>
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			<p>available to all residents and the operator should report annually to the Residents Committee on compliance with that program.</p> <p>A time limit should be placed on unexpected maintenance repairs for such as water leaks, electrical faults and all health and safety matters.</p> <p>All villages should be required to have in place an active plan for covering of unexpected and catastrophic emergencies such as, but not limited to, major fire, earthquake, volcano eruption, and tsunamis. This plan should include more than just evacuation but should include what happens to residents if long term vacation of the village or their villa is required.</p> <p>Each Village should be treated as a stand alone entity for the purpose of maintenance and</p>				
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				upgrading and provision of facilities. For example a company that own 25 villages of which one village has an unexpected fire, or failure of its claddings or roofing, which requires expensive replacement costs, then that failure should not be a reason to reduce maintenance, or reduce services, at the rest of their villages. The residents in the other villages still have to pay their weekly fees so should be entitled to have their anticipated levels of services continued. If necessary the operators should be required to carry insurance for such matters so that the costs on them are limited.				
107872951	Yes		Yes	<p>I have just taken a option on a unit in [REDACTED], yet to be built</p> <p>I have been told on many Occasions that this is my House ,but when I ask to make</p> <p>Minor changes or additions, it's always know , u only meet the Sales staff</p>	Yes			<p>Have u read the contracts the facilities give out , to clients , Prior Purchases , and signing up to</p> <p>143 pages of material to read , understand , get legal advise on , not easy, for one to be 100%, accurate</p> <p>When sighing or Questioning</p> <p>Thanks</p>

				Never the facility manager , to put my thoughts forward				
107684751	Yes		No		Yes			I strongly believe that when leaving a Retirement Village that it should be sold with Capital Gain less the 20 or 30%.It is unfair that the company get that extra money. They are making a bomb..
107793801	Yes		No		Yes	No		Do think that "fixtures" in homes should be maintained / repaired / replaced by village owners, as residents do not own them
108032151	Yes		No		Yes			
108309151	Yes		No		Yes	No		
107712901	Yes		No		Yes	No		When a contract is set up it would be great to have it written in plain language & perhaps a responsible person to contact who is used to dealing with Village matters. Nothing against ordinary solicitors.
108080001	Yes		No		Yes			It is essential that a good hard look be taken at the Act. At the time it was drawn up there was no representation from residents so the operators saw that the law as enacted was heavily weighted in their favour and of course they will be reluctant to see any changes which will diminish that bias.It has been noticed that some operators have progressively raised the entry

								age progressively to, in some cases 75, In the case of a married couple both must have attained this age. this to my cynical mind is another way for the operator to increase turnover and of course profit
107733401	Yes		No		Yes			No
107724701	Yes		No		Yes			
108105351	Yes		No		Yes			My mother has been living in [REDACTED] in [REDACTED] for almost 20 years. Her contract to occupy is such that on termination they will claim 58% of her purchase price and no capital gains will be realised either by her estate. This is outrageous and unfair and the management of this organisation are completely taking advantage of elderly people who do not have the means or capacity to fight for fair treatment. This abuse should be exposed and disallowed.
107820951	Yes		No		Yes			
107882901	Yes		Yes	You have not canvassed the situation where residents pay for alternative electric appliances, extra electric plugs, and other improvements all of which stay in the home when the resident moves out. For	Yes	No		The time for a complete overhaul of the retirement villages framework is ripe. Since the original legislation was activated, all sorts of new models of villages have sprung up. The village I am in [REDACTED] [REDACTED]) is owned by a private

				<p>example, before moving into my house I paid a total of \$1000 towards my dishwasher (specified F&P one not available, I had to pay the difference for the replacement model), and I had 3 extra power sockets installed. It is not credible that these will be removed when I leave. I have also paid \$6,600 for blinds and curtains. Again, I doubt these will be removed when I move. I have paid \$500 to have a veg box built - that will not be removed. There should be provision for these costs to be reimbursed or even the depreciated cost repaid at time of final settlement. The standard contract is silent on this issue.</p>				<p>consortium so is not answerable to shareholders or other pressure groups. This is a 'lifestyle' village which means only well and mobile people can live here. If care is required, that resident must move out - losing 30% of their purchase price.</p> <p>I have been interested to note there are now villages which promise the share capital gains. That seems only fair and reasonable. For example, a house in this village that was purchased for circa \$790,000 has just sold for \$1 million. That means the Operators pocket \$237,000 (the 30%), plus \$210,000 (the capital gain) = \$447,000. It is beyond belief that anything like that money will be needed to 'refurbish' the home, given that the new owners are moving in 5 days after the original owners vacate.</p> <p>There is a requirement for residents to pay the Operator's excess on any loss or damage to the unit. However, nowhere is this excess specified. Ergo, the Operator could charge whatever it likes.</p> <p>There is a clause in our Occupation</p>
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								<p>Right Agreement (12.2) which states "The Resident will make no objection to building works associated with the construction of the Village or any Further Development ...". I raised objection to this clause before i signed the contract, but was informed by the Operators' solicitors that that was standard, and tough. To me that is an infringement of common law and human rights. There is no definition of "any Further Development" which gives the Operator carte blanche to change and amend the whole concept, appearance, density and amenity of the Village. This is an oppressive clause.</p> <p>Clause 14.6 of the Agreement allows the Operator to recover "marketing costs, commission or other remuneration" from the departing resident, but does not provide for any share of capital gains. This is grossly unfair and inequitable. This aspect of capital gains is probably the most important element to change in the review of the current legislation. The Villages which are enabling a share of capital gains should be the</p>
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							exemplar for the whole of the industry.
107842451	Yes		Yes	As the village owns the appliances inside the villas, I believe they should maintain them and replace them if necessary. Currently, most village contracts expect the resident to maintain or replace them.	Yes		
108301451	Yes		No		Yes		<p>1. One important matter is that all retirement village management staff must be appropriately qualified for the work they undertake. In our village, the manager does not have the necessary management and people skills to hold this position.</p> <p>2. At a recent annual village meeting, I asked the NZ wide company sales manager who was present at the meeting, "How was the Weekly Village fee assessed?" I was shocked at his response, "The weekly fee is mainly based on what the market will stand". Fact or fiction I don't know, other than there is a huge variation in what individual residents in our village,</p>

								despite the annual CPI adjustments, pay.
10914445 1	Yes		No		Yes	No		
10846885 1	Yes		Yes	INEQUALITIES in relative power at negotiation stage..... applicant usually has already made the lifechanging decision before reaching the point of signing the document. documents are lengthy..... cost of lawyers it is not clear if any areas are negotiable, if any. No standardization of contacts.	Yes			
10887180 1	Yes		No		Yes			If a unit is vacated and restructuring is intended the Operator should immediately buy back all rights to the unit. Rather than refurbishing units many Operators modernise vacated units and restructuring (as opposed to refurbishing) of kitchens, bathrooms , and even changing internal layout takes place. A unit can only successfully be marketed once restructuring is completed and restructuring should not take place at the exiting person's expense.
10845990 1	Yes		Yes	1. I believe it is unfair for residents to have the cost of maintaining the fixtures and	Yes	No		Thank you for the opportunity to submit

			<p>fittings owned by the operator. An long term resident who has been living in the same facility for 15 to 20 years probably cannot afford to hire tradesmen to complete work or replace worn out equipment, kitchen cupboards, benches etc. They are stuck with dilapidated fixtures.</p> <p>2. I think it unfair that a resident (or their estate) may have to pay for refurbishment out of the expected capital repayment if the operator considers repairs required are beyond fair wear and tear. At our village a senior maintenance person recently stated at a meeting "For example if someone mounts a TV on a wall bracket then the holes created will have to be repaired - someone has to pay for it!" I would expect that such holes would be encompassed by fair wear and tear. What will inevitably happen is that an operator's employee will be making decisions (or following instructions) as to a fair wear and tear interpretation that</p>				
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			<p>may not be just and may well affect the amount of the capital repayment due the resident or their estate. I believe the residue capital payment due to residents needs to be legally separated from the operators control at the time the tenancy ends. Any extra refurbishment costs need to be negotiated and agreed with the residents estate separately.</p> <p>3.The operators are utilising the residents capital in the running of their business. Residents are in fact shareholders as well as customers. As customers we pay the monthly dues required by the operator. As shareholders we receive nothing for our funds they have been utilising. There should be a "property value index" established by area or region based on actual sales that measures the relative value of each category of facility (Apartments or Units or whatever) over time and that index could then be the basis for apportionment of capital</p>				
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				gain (or loss) applicable to the residents repayment due at termination. 4. I believe that at the termination of an agreement to occupy the resident or their estate should have the opportunity to be consulted as to the sale price of the unit.				
109148556	Yes		No		Yes			Residents should not be liable for costs of repairs to apartment equipment that they do not own. Residents, or their estates, should share in any capital gain from on sale of their apartment when it is vacated. Monthly operating fees should stop immediately after an apartment is vacated. A maximum deferred maintenance fee of 20% of purchaser's capital should be legislated across all retirement villages in NZ.
108494201	Yes		No		Yes			The fair allocation of costs regarding operator-owned chattels & fixtures/fittings, particularly when there has been usage by previous occupants of apartments/villas.
108530551	Yes		No		Yes			
108644201	Yes		No		Yes			

108448101	Yes		No		Yes	No		You have it well covered
108996201	Yes		No		Yes	No		Perhaps it would help if it identified what are and what are not classified in a dwelling as fixtures.
108923751	Yes		No		Yes			Disappointed that a care centre has never been honoured with our original owner.
108687201	Yes		Yes	Not sure	Yes	No		There is a need for an Aged Care Commissioner (or similar title) within the Government Ministries, to ensure that the needs of retirees are taken seriously in all areas, not just retirement villages. (eg. health, pensions, accommodation).
109130151	No	I think they have underestimated the current power of the village owners where demand is in excess of supply and older people feel compelled to accept the conditions that in a balanced market they would negotiate.	Yes	The promises made before signature. Just as an example currently 3 of the advertising villages, [REDACTED], have the same spiel, full care facilities are planned. Planned maybe but delivery is probably beyond the lifetime of those signing up. 2 villages in [REDACTED] are 15 and 5 years waiting and still it is at least 4 years away. One of the main reasons to sign up is the prospect of not having to worry for either partner to have to move away. It is ditto with the other facilities, promises for pools, croquet lawns etc Why	Yes			Currently there is a requirement for a lawyer to advise a prospective resident before signing the agreement. Again if demand exceeds supply this is another cost and lawyers will be unable to get developers to harden up or commit to their pretty picture promises

				should developers bother with that when they can build and sell licenses to occupy which is a plus for the bottom line while the promised facilities are a minus.				
108841051	Yes		No		Yes			I believe that Capital Gain should at least be shared or give back original purchase price and let Operator keep a reasonable portion of the Capital Gain. It must be borne in mind that Property prices have escalated by unimaginable and unpredictable amounts over the last few Years and Residents Beneficiaries are barely getting enough back to purchase a Section. Something needs to be urgently balanced in this area. If something along these lines re a reasonable return on Vacating or on Death is given then more elderly may be inclined to move into Retirement Villages and free up more houses to help with the current shortage which is inflating house prices. Agree on all other suggestions re submissions on Villas and Apartments on Vacating or Death.
108866901	Yes		No		Yes	No		The delay of paying out once the property has been vacated, is far too long.

108455007	No	T here are many issues requiring a general overhaul and update.	No		Yes	Yes	Some documents need simplifying for retired folk to understand.	
108828501	Yes		Yes	<ul style="list-style-type: none"> • The unfair obligation on many residents to maintain fixtures, fittings and chattels that they do not own. Like with rental properties, it should be the responsibility of the owner (ie, the retirement village) to maintain and service fixtures, fitting and chattels that come with the property. • The final date for most Deferred Management Fee (DMF) calculation's is unfairly based on the sale and receipt of full funds from the new incoming resident, rather than the actual date a resident terminates their agreement and hands back the key. This can see a resident pay thousands of dollars in additional DMF • Ability for retirement villages to increase weekly/monthly fees. Some now guarantee set fees when signing up which is easier for occupants to plan for 	Yes			A full review could take years. We would like to see interim steps taken to address some of the key issues that are to the detriment of aged residents. We would like to see immediate relief for residents via interim changes introduced to the Code of Practice that improves the resale and buy-back process. Options include introducing a guaranteed timeframe for buy-backs, DMF accrual to cease from the date the key is handed back, interest payable to outgoing resident while unit is vacant, and shared allocation of any capital gain on the sale between the resident (or their estate) and the operator.

10885410 1	Yes		No		Yes	No		<p>1. I believe there should not be any cost to a resident when moving from an independent-living unit to a higher care unit within the same village. The conditions set out in the existing ORA should be sufficient to cover the requirements for a serviced apartment.</p> <p>2. There should be a detailed breakdown as to whether the owners or the residents are responsible for the payment for repairs/additions to the structures in the village, i.e new decking, upgraded lifts etc. The stipulation that the owner is responsible for the "maintenance" of existing structures is open to interpretation with regard to actual "payment" therefor. I don't believe that the residents should pay for anything that increases the value of the property.</p>
10861525 1	Yes		No		Yes			No.
10840380 1	Yes		No		Yes			That the latest buildings code be required to be used when building new or renovating existing buildings at all times

10886305 2	Yes		Yes	The resale and buyback conditions should have a finite timeframe. Repair and maintenance of chattels should be the responsibility of the owners not the licensee.	Yes			Since the Code of Practice within the Act has been in place since 2003, with only minor changes in recent years, I think it is time for the Act to be reviewed. While I live in a [REDACTED] and consider the terms of occupation are more reasonable than many other retirement village providers the exponential increase in the older population seeking this kind of living environment warrant a very close look at a fair balance between operator control and residents' rights.
10865825 1	Yes		No		Yes	No		No I think the paper looks fair
10870970 4	Yes		No		Yes			I would like a very active Minister for Seniors, that has a solid maintenance programme for the villages and the residents who live them.
10891195 1	Yes		No		Yes			
10909970 1	Yes		No		Yes			Paying rates on top of weekly fee if have unit under right to occupy lease
10882465 1	Yes		No		Yes	No		
10865440 1	Yes		No		Yes			Thank you for identifying the issues that need to be addressed and taking on the challenge of addressing them to the benefit of

								all retirement villagers throughout NZ. Given the current escalation of property prices, any measures to protect residents equity interests is very timely.
108438351	Yes		No		Yes			
108933701	Yes		No		Yes			
108427851	Yes		No		Yes	No		Residents should not have to pay for repair of fixed appliances that they do not own e.g. fixed cooker
108607801	Yes		Yes	Where a resident has spent several thousand dollars on improvements to their villa, eg. added a glassed in conservatory or wind break should that be the property of the resident or his estate? It seems any improvements made by a resident are not allowed for in the final settlement, but become the property of the Village and gained in re resale to next resident, while there is requirement that the Village can enforce the restoration of a villa to original state..This seems very unfair.	Yes			weekly fees after vacation of unit should not include services for power, phone and St. Johns. and cease completely after 6 months.
108673851	Yes		No		Yes			
109122501	Yes		No		Yes			Very few people know or understand exactly what they are

								signing and their needs to be a simpler clarification of this document.
108439601	Yes		No		Yes			
108581951	Yes		No		Yes			The Retirement Villages put an unfair burden on the residents after death/ vacating the address. Costs should be more equitable, and not go on for as long as Management decide.
108846901	Yes		No		Yes	No		No
108588851	Yes		No		Yes			This review is long overdue and needs to be on a level footing, I would like to see some payback to the residents considering the high prices that are now commonplace and unequal as far as the residents are concerned.
108862001	Yes		Yes		Yes	No		
108617001	Yes		No		Yes			I strongly favour introducing a guaranteed timeframe for buyback, and the allocation of a fair proportion of any capital gain (and presumably any loss) on sale between the resident or their estate and the operator.
108661801	Yes		No		Yes	No		
108410401	Yes		Yes	Capital Gains on the sale of Villas should be shared	Yes	No		Happy with weekly maintenance payment. At this ceases

				between the LOC and Village Owner. Proportion to be be legally agreed and be actioned via Government Legislation retrospectively.				to be paid on vacation of a Villa. However, the method of the annual % increase should be reviewed to ensure there is no excess profit or gain to the Village operator. Perhaps annual individual village operational budgets be presented to Village Committees!
10842475 1	Yes		No		Yes			
10913225 1	Yes		No		Yes	No		
10896515 1	Yes		No		Yes	No		The key point for review for me, given the lifestyle choice that villages now offer, coupled with the longevity of those over 70, is the resale and buy back process; particularly the " allocation of any capital gain on sale between the resident (or their estate) and the operator". Thank you
10894185 2	Yes		No		Yes	No		
10882690 1	Yes		No		Yes			
10903630 1	Yes		No		Yes	No		I suggest the review by Consumer be considered as support for the white paper as it demonstrates, The top three complaints:

								<p>63 percent of respondents were unhappy their agreement didn't allow them to get any capital gain when their unit was sold.</p> <p>29 percent thought the deferred management fee charged by the village was too high.</p> <p>24 percent said the agreement required them to use the village's nominated tradespeople, preventing them shopping around for better rates.</p>
108473601	Yes		No		Yes			
108857601	Yes		Yes	(Maybe): The need for training format for Managers of R.V.s to be undertaken. The specific needs for needs to include the issue of appointing appropriate staff.	Yes	No		Comment: The raised entry-age for R.V.s means we now experience fewer residents with energy to organise activities; thus once-vibrant village communities can/will lose that vibrancy.
108885251	Yes		No		Yes	No		
108450551	Yes		No		Yes	No		
108456951	Yes		No		Yes	No		
108653051	Yes		Yes	There needs to be a contract that is easy forlay people to understand	Yes			No capital gains passed on to residents I think needs to be addressed by

10909850 1	Yes		Yes	<p>The unfair obligation on many residents to maintain fixtures, fittings and chattels owned by the operator.</p> <p>The fact that the final date for most DMF calculation's is unfairly based on the sale and receipt of full funds from the new incoming resident, rather than the actual date a resident terminates their agreement and hands back the key.</p>	Yes	Yes	<p>We wish to see interim relief for residents by interim changes being introduced to the Code that improve the resale and buy-back process. Options should include but not be limited to introducing a guaranteed timeframe for buy-backs, interest payable during vacant period, and allocation of any capital gain on sale between the resident (or their estate) and the operator.</p>	<p>All the very best with your endeavours on our collective behalf and we will be making a small contribution to your 'fight' fund.</p>
10903295 1	No	<p>The relationship between Statutory Managers and Operators is not working to the benefit of retirement villages residents</p> <p>There needs to be a true "arms length"</p>	Yes	As detailed above	Yes			<p>A full review will take time. There needs to be amendments to the act to cover deficiencies in the interim</p> <p>I don't think this response form is adequate.</p>

		<p>relationship</p> <p>Operators of retirement villages enjoy the “unsecured loans” from residents payments for occupancy licenses but use hollow companies to front the operations. The real operator company shareholder equity is held in a holding company. The “hollow” company is virtually insolvent and totally reliant on the holding company to fund its day to day operation. The real estate in the villages has been mortgaged to banks for the sole benefit of the holding company</p> <p>This in my opinion is poor management by the Statutory Managers</p>					
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		<p>Village operators are not fulfilling their obligations under individual occupancy licences to provide financial reports for individual villages even though this is a clear requirement to meet their obligations</p> <p>The Act needs to be changed to make it mandatory to provide financial accounts for individual villages and not discretionary upon the instructions of the Statutory Manager (The statutory managers are personally friendly with the operators who appointed them and not at all independent and looking after the interests of the residents)</p>							
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10912385 1	Yes		No		Yes	No		Capital gains sharing and cessation of weekly fees on exit plus maximum time limit on vacancy costs.
10865970 1	Yes		No		Yes			Having moved into a Lifestyle Village recently and having an elderly mother in a Retirement Village I applaud making the legislative framework more user friendly and honest. I think operator's of villages should be more accountable as many people have had horrendous issues when they need to move out or become deceased. I work in the health industry in rehabilitation of the older adult and we are always trying to find accommodation for discharged patients and for villages to say they cannot sell units within a short time frame I am sure is just a money-making exercise on their behalf.
10899915 1	Yes		No		Yes	No		No thanks
10863665 1	Yes		No		Yes			
10852605 1	Yes	There is no mention of the issue of Reverse Mortgages and why the banks (Heartland in particular) will not	Yes	Heartland bank cannot offer reverse mortgages to people in Retirement villages. Can the legislation be changed so the 70 to 75%	Yes	Yes	As mentioned above.	This issue of reverse mortgages needs addressing. Many people in this village need it now or soon will. The operators of the village are generally doing alright with the

		<p>entertain the idea when the building is "owned by the retirement village operator" - Although we - in particular - have a guarantee of 73% of the original price paid as final payment when we both die. This will be less \$20,000 to \$30,000 for tidy up and resale the final payout to our estate will be \$450,000.</p> <p>As we reach the age of 80 we are relying on just the national pension to survive on. We would like to borrow some of our own money in a reverse mortgage in a year or two. The "Ownership model" needs changing to give the reverse mortgage lender a better guarantee.</p>		<p>(less refurbishment costs) of the properties value that will be paid out to us when we die can be considered ours for reverse</p> <p>mortgage borrowing? There are 40,000 to 50,000 of us in these arrangements and at least 20% (10,000) would like to have a</p> <p>bit more of our capital back this side of death. I am over 80 and have savings to last us another 3 or 4 years. After that it is</p> <p>the National Super alone.</p>				current system and this issue does not really impact them.
108346851	Yes		Yes	Residents improvement need to be taken into consideration	Yes	No		

				when properties sold as vendor is making extra funds from these y				
10881585 1	Ye s		No		Ye s	No		When a resident has ceased to live in a retirement village, could the capital remaining after the operator's fees have been deducted be re-calculated to take into account inflation over the years since the resident's ORA was signed? Retirement village operators might find this a more palatable option than sharing any capital gain with the resident or his/her heirs.
10872240 1	Ye s		No		Ye s			I congratulate you on looking into how many residents are missing out on capital gain if they have lived in a village for twenty years or more, even if they received a percentage. Also the amount of time the management can charge the weekly fees after a person has moved on.
10841905 1	Ye s		No		Ye s			
10867735 1	Ye s		No		Ye s	No		I think it is grossly unfair that residents and family do not get to see any capital gain on selling of the vacated villa and that 25% of its value is retained by the rest home complex. How can anybody see that this is fair? The residents are usually at a vulnerable stage in their lives

								when they purchase a villa or unit or room so will sign up to almost anything, not realising the future implications.
10860055 1	Yes		No		Yes			
10894640 1	Yes		No		Yes			
10914205 1	Yes		No		Yes			
10862485 1	Yes		No		Yes			As a fairly new (4 months) resident of a retirement village I am a bit behind in all the various issues that have been covered in the White Paper. However talking to a few other new residents over the last week the same issues seem to have come up. We all bought in haste because of circumstances in our lives. This combined with the "waiting list "for units in our village prompted us to make decisions about lots of things quicker that we would have normally. So now we are coming to terms with this new life and all agree that having to continue to pay the Service Fee after we have vacated the Unit is unfair. The Operator makes money all ways - 1. when we move in we pay depreciation which we understand is for refurbishment (we pay 39% over 9 years) 2. we pay the

							<p>weekly service fee which is adjusted each year upwards (some villages give the incoming resident a price for life but the next new resident may be higher) 3. we have no share in the capital gain (we are assured we wont be liable for any capital loss but honestly when does this ever happen?)</p> <p>Having said all this, most of us "newbies "are relatively happy with our lot but certainly applaud any moves to bring the balance back to centre for residents.</p>
108464601	Yes		No		Yes		All residents' estates should get a fair percentage of any capital gains, given the present climate.
108674251	Yes		No		Yes	No	I am very happy with the [REDACTED] [REDACTED] where I live and do not have any problems with their regulations.
109015501	Yes		No		Yes		The retirement villages framework is very much slanted towards the benefit of the owners. The return we receive when we move out, compared to the value of the property at that time is inadequate. I was interested in moving into the next door villa when it became vacant and was asked to pay an extra \$40,000, as well as all the legal work associated with the move. I had been in the village less

								<p>than 2 years. My friends live in another village and they are responsible for replacing the electric range when it is no longer working. The range is the original and must be nearly twenty years old. Their cottages are not refurbished regularly as ours are, nor do they have all the same amenities. The cottage on line at the moment has a dish-washer but theirs does not. There is not uniformity in the village. We have a problem with our heat pumps, they are not made to cope with the weather in the south. We have made an official complaint to the owners, but so far there is no reply. The complaints have been made ever since the heat pumps were installed. No action was taken in 7 years. Some residents have put in their own heating, gas etc, at their own expense but when the villa is on sold, they receive only 75% of the value. We have to carrying on paying the weekly charge until the villa is sold, although we no longer have the use of it, and in some cases that is up to 2 years. If we go into care there are charges to cover there too. I am not in the position to carry on paying for two lots of</p>
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								care for no benefit for myself. I am concerned that there is a move to combine the 2 rolls of manager of the care home and the manager of the village. These both require different skills and when I emailed the people responsible, our village manager was given the task of replying to me. I did object as it was not her decision to combine the 2 rolls. In fact she is the 'meat in the sandwich' and it affects her.
10890900 1	Yes		No		Yes	No		The current average of property values around NZ and their continuing escalation creates issues regarding the sharing of capital gains when properties are sold. The value of our inheritance to our children becomes more and more insignificant.
10896865 1	Yes		No		Yes	No		I would like if it could be checked why we pay full Council rates - I dont mind paying a portion but should we pay as much as we did when we lived outside?
10900935 1	Yes		No		Yes			I think there should be no delay in marketing vacated villas and long term residents or their estates are entitled to 50% of the Capital gain. If villas are not marketed in an acceptable time then the weekly charges should be reduced by half

								or better still only a quarter charged.
10848225 1	Yes		Yes	I think the weekly fee increases should be limited to inflation rate or capped at the amount of increase in superannuation.	Yes			I believe a review is overdue and the existing conditions are in favour of the Operators. I think that the Operators should be able to make a return on their investment which is considerable, but limiting the time weekly fees are still payable and capital return should look after Residents. I think question 2 comments are also important as Residents are often reliant on Super only and sudden increases at a large rate is not good for Village morale.
10884550 1	Yes		No		Yes			I am concerned that upon a resident dying or moving to a different level of care that the capital of the property is in the total control of the retirement village. There are a number of vacant apartments at [REDACTED] in [REDACTED], and little or no marketing is being undertaken. Another resident moved to hospital level care, and they are still taking rent on her vacant apartment. I am worried that many residents families are at risk of losing any inheritance from their family's life-savings. This white-paper was NOT well advertised at the home in question, and my mother just

							stumbled upon it by chance in an out-of-the way corner of reception. The next time when they had gone, and only had the front page rather than the form you can fill-out and return by post. Very very untrustworthy in my books, seeing at it would cost them literally millions to release money back to the families of all those who have vacated their apartments. There are at least 9-10 and maybe more empty apartments that the family's would like to see sold.
108451251	Yes		No		Yes		
108805051	Yes		No		Yes		Very timely - a review is needed and hopefully improvements to the "lot" of future residents enacted in law! The commercialisation of "care" is a challenge in/for any age group, [Seniors may have an edge!] and needs careful consideration...note the "c's" ! Cancer is not the only 'BIG C' in our world today! May your deliberations be productive!
108700851	Yes		No		Yes	No	Please ensure the capital gains situation is discussed and resolved
108611251	Yes		Yes		Yes	No	when your only child lives abroad and the rest of the family are in England. time is needed (especially now) for

								them to clear the house etc. Money should be paid back as soon as possible. NZ money will be needed. Capital Gains in my case is I paid \$2.800 for my villa. It is now worth about \$750.000.
10864530 1	Yes		Yes	Privately owned and managed Villages should be required to provide residents with the same level of disclosure as required by law for Limited Liability Companies.	Yes			Yes. Fixed Weekly Outgoings and Fixed Fee's should be mandatory for all Villages for incumbent residents. For new residents signing a new ORA the figures would obviously be higher, but should remain fixed at the agreed costs. I believe any resident or their families etc. have a right to know, and should know their financial commitments for the term of their ORA.
10867935 1	Yes		No		Yes			Get the full review done as soon as possible.
10867090 1	Yes		No		Yes	No		Currently my retirement village refurbishes vacated villas and I am concerned at the length of time this will take, looking at the time taken to refurbish neighbouring villas, and the fact I (or my family in the event of my death) will have to continue paying my fortnightly fee until the villa is ready to be resold by the centre.
10895275 1	Yes		No		Yes			

10863505 1	Yes		Yes	1. Residents' consumer rights need strengthening. 2. ORAs should have better details of operators' responsibilities e.g. chattels	Yes	Yes		1. More women should be involved in village planning and building as well as policies, both for operators and regulatory bodies, as the majority of retirement village residents are female. 2. Capital gain or loss to be shared equally 50-50.
10861150 1	Yes		No		Yes			
10862635 1	Yes		No		Yes	No		I agree that the Residents or their estate should share in the resale profits of the village units, perhaps 60% to the Village operator and \$40% to the outgoing resident.
10841615 1	Yes		No		Yes			
10880630 1	Yes		No		Yes	No		Continuing reviews every 10years at least.
10868700 1	Yes		No		Yes			I believe we are fortunate to live in a very caring Village.
10887900 1	Yes		Yes		Yes			I have only addressed the issue of the capital sum payable on termination of the licence to occupy I think the fair situation would be for both Operator and Resident to share in any capital gain or loss, Failing this then I think the resident should in addition to the capital amount payable on termination, be

								entitled to the amount expended on improvements as agreed with Operator. For eg. the cost of privacy fencing (in our case \$3500) or outside canopy (\$ 12000)
109026201	Yes		No		Yes	No		No
108623251	Yes		No		Yes			<p>As the owner/operator take up to 30% of original purchase price, any capital gains, 50% or more should be passed to the resident or their estate.</p> <p>Upon vacating the owner/operator should start interest payments on the original purchase price balance to the resident or their estate also any weekly fees should cease, thus helping to ensure a timely refurbishment and sale.</p> <p>The owner/operators are not always completely open and honest, re purchasing also later on moving into higher levels of care, information is lacking and differs. The residents are paying a lot for the little that they receive throughout their stay, and mostly complaints go unheard.</p>
108677001	Yes		No		Yes			

10885185 1	Yes		Yes	That owners have a responsibility to be in constant contact with residents to ensure their wellbeing.If Management wish to have a happy village situation they need to recognize the residents at special times throughout the year—Christmas. New Year. Easter etc.	Yes			The standard of gardens and lawns must be kept at a high standard at all times .
10911295 1	Yes		Yes	Residents consumer rights definitely need strengthening.	Yes	Yes	Honesty from sales teams.	Total disillusionment as to what sales said and the reality. Management keep changing the goal posts without any consultation with residents.Maintenance of properties and gardens is non existent. Instead monies are spent on purchasing sites for new villages, weekly fees should be spent on the upkeep of the existing village. There should also be uniformity in village fees ie: if residents move into a village's being built on a discounted fee, there should be an agreement that those fees are increased on the completion of the village to have parity with those that move in on the completion of the village.
10887335 1	Yes		No		Yes	No		Nil
10914675 1	Yes		No		Yes	No		

109155201	Yes		No		Yes	Yes	A full review to make it fairer for Residents	
109852301	Yes		No		Yes			
109270401	Yes		No		Yes			
109404551	Yes		No		Yes			
109321601	No	It is much more than we can think of.	Yes	We have issues with weekly \$100..maint. jobs. But when a job comes up the village has no money or will make sure the empty apt. Or units get done..money comes easy...but we ask a dab of paint afterb10 yrs...filthy carpets. Very poor or no lights at night. Scary all time. Security comes once and thats it.	Yes	Yes	Poor lighting. Now we dont have anyone for few hours every day to help us with small jobs. Eg. are too many. Because if our age we are not allowed to climb the ladder to paint the walls, get rid of the cobwebs. We are frustatef and stressed. Most of the times a resident may have slight old age not so well signals but nothing gets done to uplift their fellings.	Security, lighting, no one resident should be given special treatments. It is already hard for the elderly in a village. We had own homes own comfort and we come here with all false promises. We shpuld get stleast 50% money from the capital gains. After 4 weeks of leaving keys handed in and thats it. Nomore paying nearly \$5000 for the year.
109485451	Yes		No		Yes			Foremost there needs to be an awareness of catering for the vulnerability of residents as they age and particularly so as they

								transfer to care facilities. There needs to be affordable access to an advocacy service that is understanding of the limitations of the resident.
10920590 1	Yes		No		Yes			
10937615 1	Yes		Yes	- The point that residents are "lifetime stakeholders" in their operator company whose collective up-front cash input to the company will likely comfortably exceed the input by the "shareholders" needs to be firmly highlighted - along with their status of collectively being the company's monthly fee-paying customer base.	Yes			Best practice companies worldwide recognised some 40 years ago (a) that the most important people in any company's business structure are it's CUSTOMERS - not the Board of Directors or CEO and (b) the very important concept of "STAKEHOLDERS". Retirement Village operators in NZ need to be dragged up to these longtime best practice understandings..
10964470 1	Yes		No		Yes	No		It is time for all Retirement Villages to come under one framework. In our Street alone of 13 villas there are people on 70/30 contracts and others on 80/20 contracts who will be paying refurbishment costs. There needs to be a finite date to how long a villa or apartment can remain unsold. Maybe it is time for there to be a six month timeframe at which time the Village would have to pay out the sales funds. There are Villages with new builds and other villas or apartments for

								sale. We know that the Village is going to concentrate on selling the new builds.
109239701	Yes		No		Yes			
109975701	Yes		Yes	The time frame of payback once accommodation has been onsold. The weekly fee should be stopped once resident has departed.	Yes			
109275551	Yes		Yes		Yes			
109179551	Yes		Yes	Drawing the line between long term maintenance and capital gains. Our owners are using the long term maintenance fund to replace a lift that has never worked properly from day one. Other issues such as sinking floors will probably also draw on residents' funds.	Yes			no
109955501	Yes		No		Yes			
109270951	Yes		No		Yes	No	1. The guaranteed buy back option within 6 months is very important. 2. If a person is leaving the village, the weekly fees are no longer applicable and stop	the property in essence do not belong to the occupier, therefore the property owner should be responsible for structural, electrical and plumbing maintenance (including fittings such as water cylinders, taps, light fittings, etc.) unless there is some share in the re-sale.

						<p>with immediate effect.</p> <p>3. On purchase of a unit, the purchase is entitled to all new equipment - that includes hot water cylinders, air conditioners, stove, oven's etc. If a unit is equipped with any equipment that is not brand new, the purchase contract should state who is liable for the replacement if there is a breakdown within the next 5 years. A good example is our unit's aircon was installed in 2014 - this means it is still in a good condition and get serviced on a regular basis, however, the lifespan of the unit is max 10 years - who is liable to</p>	
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							install a new unit within the next three years - the management or the new owner - this should be clear in all the purchase documents. If the management keep the warranty, they are liable to keep it running.	
109424801	Yes		No		Yes			The issues covered definitely needed to be tidied up in fairness to retirement village residents.
109192101	Yes		No		Yes			
109737901	Yes		No		Yes			I live in a small privately-owned/non-public company Village. There is potential to 'con' the elderly - I have heard some residents say they are too frightened to speak up because management may make their life difficult, or they can't afford Solicitors or the complaint process is too difficult. There are huge differences between small villages & large corporations ie my Occupation Agreement is very complex while my Mother's (in a publicly-owned Village) was extremely simple. Given the vast

								number of Villages & their increasing popularity, I believe it's time that a) many rights, processes, Agreements etc should be standardised & b) all Villages should be subject to annual, physical visits by Regulatory Auditors/Personnel. Ownership companies may see Villages as a business - they forget it's actually people's homes & their welfare/well-being/basic humanities are forgotten.
10976990 1	Yes		No		Yes	No		Because of the unfairness of the current legislation I feel that a review needs to be carried out as soon as possible
10955435 1	Yes		Yes	Insurance issues: We are expected to cover carpets & drapes in our Contents Insurance. And pay their excess.	Yes			Please tell new Residents all of contract details before signing up to purchase. Village Residents should NOT be asked to volunteer to hand feed hospital or Rest Home patients. Or be asked to vacuum floors or wash floors of Recreation Rooms. Our monthly fees do include all of these costs, So why are we asked to do these chores?
10937515 1	Yes		No		Yes			
10971180 1	Yes		Yes	I would like the issue of the immense rise in property values should be more intimately addressed The 30% is a rort (I think) these days	Yes			Thank you for your work. I dealt with the retirement commissioner and this village's statutory manager. They were bound by statute not to be too helpful and

				<p>and something should be achieved in terms of indecent profits I would like written assurance that when I am told that payment will be immediate that there are no hooks.</p> <p>I would also like to see the question of ownership and the payment by the landlord of repairs especially to fixtures.recorded. I could not find this so apologize if the matter has been included There is argument of whose is the responsibility of repairs</p>				maintained a neutral stance almost to the effect that I was in error.
109291701	Yes		No		Yes			I am pleased to know that the Consumers Institute has also taken up this cause.
109402301	Yes		No		Yes			No
109306301	Yes		Yes	<p>1. A full review is supported (see Q3) and in the privately owned -v- corporate owned village scene the review should allow for or preferably encourage more locally owned villages as this would increase the provider choice available. It will also be important to allow some flexibility in arrangements while protecting</p>	Yes	No		<p>A full review of the legislation is necessary in order to assess all the different issues identified in the White Paper as well as others that may arise during the review. The 2003 Act was a very good piece of legislation for its time but much has changed nearly 20 years down the track and a comprehensive review is now highly desirable. To deal with just a few minor issues as</p>

				<p>and balancing the rights of residents and providers.</p> <p>2. The current structure is cumbersome and hence bureaucratic and there are far too many bodies involved. The legislation should be rewritten for just one body to be in charge and staffed accordingly i.e., the CFFC with the RV at its CEO. It need not be a separate Govt Dept but say a separate division within MBIE.</p>				<p>proposed by the RVA (disputes and disclosure statement regime) is piecemeal and undesirable.</p>
10967905 1	Yes		No		Yes	Yes	<p>I am a resident of [REDACTED] Retirement Village and have been here since August 2000. I have been concerned at the slow rate my friends and other people have been paid out after they vacate the Village. My husband [REDACTED] died last June aged 93 and we frequently spoke at how slow it was</p>	No.

						<p>before peoples families are paid out. I am 86 this month and so my time is numbered. Our family, 2 sons, are both overseas and are not available to fight the cause. I read frequently about other villages where I have friends and particually [REDACTED] have a much kinder arrangement for their people. I would like you to push for a better resale and buy back process. Also the weekly fee should stop as soon as the resident vacates the village. I thank you for taking this cause to the people concerned for us very old residents. I realise I will get a very small amount back as when I</p>	
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							came in nearly 21 years ago things were relatively much cheaper and costs have sky rocketed. Thank you again. [REDACTED]	
110033101	Yes		No		Yes	No		
109779151	Yes		No		Yes	No		
109190853	Yes		No		Yes	No		A review is very timely and badly needed
109444301	Yes		No		Yes			The slowness of a full review will disempower those that are being unfairly treated presently re weekly fees after exit and capital gains. Could the CoP address these issues more quickly.
109414351	Yes		No		Yes			
109706951	Yes		No		Yes			I think a full and fairer review should be undertaken.
109207251	Yes		No		Yes	No		
109703901	Yes		Yes	When purchasing an ORA retirement villa or apartment the purchaser should be able to with-hold a percentage of the final payment until they have completed a final inspection of	Yes	No		Thank you, it's about time such a huge industry has a more standardised system of regulations. If owners and operators of retirement villages could self regulate themselves with honesty and integrity, there would be no

				the property, just as they do in the real world.				complaints, but the reality is that many of them are driven by arrogance and greed.
109730258	Yes		No		Yes			<p>No Capital Gain Situation is unfair in the current financial status of huge rises in property prices generally. There needs to be some scale of adjustment to recompence the resident or their estate on vacating their occupancy.</p> <p>Liability for Repairs: This is still a murky area as to who pays for what. If an appliance was not new when a person takes up occupancy that should be put in writing, with the date of original purchase. Ongoing repairs and maintenance should be at the owner's cost not the resident, for all appliances , unless they were purchased by the resident.</p> <p>Contracts: these are very long and involved and hard to interpret.</p>
109441753	Yes		No		Yes			
109646551	Yes		No		Yes			
109408751	Yes		No		Yes			
109408501	Yes		No		Yes			N/A

10970700 1	Yes		Yes	<p>1. Availability of financial statements as required</p> <p>2. Budget checks to see what finance is available for resident entertainment</p> <p>3. Checks by Covenant services that the owners are doing what they say they will do at AGMs. I mention this because the COvenanat trustee representative is present at AGMsh</p>	Yes		<p>Just to reemphasis the points mad in QUESion 2.</p> <p>i.e.</p> <p>1. Availability of financial statements</p> <p>2. Budget checks to see what finance is available for resident entertainment</p> <p>3. Checks by Covenant services that the owners are doing what they say they will do at AGMs. I mention this because the COvenanat trustee representative is present at AGMs</p>
10928920 1	Yes		No		Yes	No	<p>We feel strongly that the act needs amendment to provide residents with a share of capital gain on resale and buyback. We also agree that the provision for weekly fees to be charged after termination needs to be limited.</p> <p>We would like to see greater sharing of annual profit with residents in the way of re-investment in village facilities and/or bonus payments to residents proportional to profit earned.</p>

11006310 1	Yes		Yes	Repairs to white goods and other chattels. Why are residence required to pay for repairs to items that they don't own. Lack of control of expenses and visibility of costs.	Yes			Son in law of village resident.
10949605 1	Yes		No		No			<p>I understand that Retirement Villages have to be run as a business but feel that as older people put their life savings into an apartment within their village, they should at least share any capital gain when the apartment is sold.</p> <p>I think also that in the majority of cases, Independent Apartments do not need to be totally refurbished when the owner departs.</p> <p>You dont 'totally refurbish' a house when you sell it...so why should you do that to the apartment?</p> <p>Has it ever been suggested that some incoming owners might actually like to buy a furnished Independent Apartment?</p> <p>This would save the family of the departed owner a huge amount of hassle at a difficult time.</p>
10964275 1	Yes		No		Yes	No		I am at [REDACTED] I have just had to have my garage door

								fixed and believe that I will have to pay. I don't agree with this as the villa is 21years old and I don't believe I should be responsible for a garage door I cannot take away with me The same goes for leaking taps and other permanent equipment . I think we should be treated the same as people who rent property as we don't own the villas.
109939451	Yes		No		Yes			Thank you very very much indeed. Long overdue.
109448701	Yes		No		Yes			
109395201	Yes		Yes	There is no facility specifically geared up to protect residents of retirement villages lie the Tenancy Tribunal. There is no department taking responsibility for lack of Health & Safety issues in retirement villages. There is protection for health & safety in the workplace and also for regular tenants, but not for us.	Yes	No		There are rogue operators around and very little we as residents can do. The Official Complaint facility is theoretically sound, but unworkable in practise. It's virtually impossible to hold rogue operators accountable.
109309701	Yes		No		Yes			
109240851	Yes		No		Yes			
109170451	Yes		No		Yes			I'm writing in my capacity as a daughter and live-in carer to my 92

							<p>year old mother, who is a resident of the [REDACTED]</p> <p>I'd like to strongly endorse the White Paper's recommendation that there is a review of the policy of weekly fees being charged, after the resident's termination. I ask, "How is such an arrangement consistent with consumer law and/or contract law? And where else does one pay for a service, for which one receives no benefit?" On this basis then, I also submit that the fees ought to be cancelled immediately upon the resident's termination and not within a six-month period.</p>
109558801	Yes		No		Yes		<p>A guaranteed buyback scheme would create a better balance between the interests of the operator and those of the resident. Six months should be a more than adequate time frame in which this could be achieved.</p> <p>The continuation of weekly charges</p>

								after the resident vacates the unit is hard to justify. The majority of the items for which the charge exists have no relevance to a person who no longer lives in the facility.
11006005 1	Yes		No		Yes	Yes	Recognising the current situation of housing shortage in NZ, and high prices being paid to purchase and increased rental costs, will prompt many folk in 65 plus age group to consider moving into a village. The capital gains that can be gained by the Village (and not the resident) when the turnover of properties occurs, certainly needs to be monitored. There are many pages in the agreements signed when entering a licence to occupy situation. As a recent new resident, I believe	<p>I welcome the review as I hear a number of residents, recognise the gains are in the companies' favour.</p> <p>Thank you.</p>

							the best value will be achieved only if one manages to stay eight or more years, if the current conditions remain in place.	
10987880 1	Yes		No		Yes	Yes	<p>- I also feel there should be a limit on any increases to monthly payments in order to create a sense of fairness and economic stability.</p> <p>- I feel that in future, estates of members who lived in a retirement village should be entitled to a percentage of the capital gain.</p>	At my particular village our Managers are opposed to having a "Men's Shed" because they are concerned they would be liable for any accident/s that may occur. However, it doesn't seem to be a problem at other villages. We need some clarity on this matter.
10975490 1	Yes		Yes	At [REDACTED], we were promised the availability of either a Serviced apartment or a place in the Care Centre, whereas now it is rare for a space to be available and residents are transferred to another village sometimes for months, away from friends and	Yes			[REDACTED] appears to make all decisions based on providing a return to shareholders, rather than to residents. Everything is done on a shoestring with understaffing being a large problem. Also hiring under-qualified personnel to fill specialised roles continues, from the Village Manager role down.

				family. The Care Centre is full of people who have never lived in the village but who are sent here by the local DHBs, and presumably are paid for filling the available beds. [REDACTED] has often said there has been no movement in the Care Centre but we know many people have died recently so presumably the DHB patients are more lucrative than transferring residents. [REDACTED] need to be required to adhere to this promise to purchasers which was in writing in their promotional material, as this was for many of us a deciding factor in the decision to move into the village.				Obviously they are only paying the bare minimum required so that money is saved for dividends. Reducing services offered such as bar opening hours, the number of fine dining events, using facilities not suitable for purpose for meetings and plays; everything is done on a shoe string. A list was handed out to many independent apartment owners as to what care services were available for a fee, but on asking for such services we are now told this is not available and we have to organise our own in-home care from external agencies.
10967940 1	Yes		No		Yes			<p>Proposed legislative review of the retirement village sector</p> <p>Points of review</p> <p>I have a personal interest in the major portions of the White Paper relating to Capital Gains and weekly costs at time of unit termination.</p> <p>All other points are not material to</p>

								<p>me and will be left as proposed.</p> <p>Resale and buyback process / capital gain</p> <p>My current ORA restricts sale by the Resident to the Operator at a pre determined price based on occupancy period and original cost.</p> <p>With the increase in values this is an enormous benefit to the Operator and whilst values remain above the original selling price which, realistically, they always will, the only beneficiary will be the Operator.</p> <p>As and when a sale takes place whether to the Operator a third party I consider that the price of sale should include a percentage of the increase in the worth of the property over that which was originally paid. This will go some way to equate any imbalance between Operator and Resident at the time of sale.</p> <p>I do not deny that the Operator will still maintain a large equity in the property which has a value and should retain a fair proportion of</p>
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							<p>any excess. A sum of 70/30 could be proposed but this is subject to discussion.</p> <p>I would also expect that any operating charges relating to the properties are excluded from the above and will remain as a weekly/monthly overhead cost (see below).</p> <p>Change of outgoing charge procedures on disposal/sale</p> <p>Upon sale of the property the weekly charge is fixed at the normal rate until the Operator disposes of the property to a replacement Resident.</p> <p>Costs relating to the upkeep of the relevant unit will reduce once unoccupied so it seems wrong to require the departing Resident to pay the full rate for the full period of time when vacant.</p> <p>I would suggest, therefore, that a sliding scale be introduced of 100% for weeks 1 to 13, 50% for weeks 14 to 26 and 0% thereafter.</p> <p>Items due directly by the operator</p>
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							would not be affected and would still be payable by the Resident or Operator.
10923165 1	Yes		No		Yes	No	This review should be undertaken as soon as possible.
10971985 1	Yes		No		Yes	No	Management should be readily available 24hours a day 7 days per week. It needs to be made clearer to residents the options available when one person needs care while their partner is still able and prefers to remain in the villa.
10982020 1	Yes		No		Yes		
11002270 1	Yes		No		Yes	No	Retirement Villages White Paper Resale and Buy-Back Process In our opinion, the financing, risks, and benefits of most of New Zealand retirement villages are not balanced appropriately between residents and shareholders. My wife and I are 77. We are in an [REDACTED], where we are very pleased with the accommodation, the staff, the facilities, and satisfied with the fixed monthly service charge. But NOT with the capital-out terms.

							<ul style="list-style-type: none"> • Our capital, which was roughly equivalent in amount to the purchase price of a similarly located freehold apartment, and which is therefore the generator of the most part of the capital gain (or loss), will not receive the majority of the capital gain (or loss) of that property investment. Because it is framed as a lease. • Worse, in our case, the owners award themselves a 30% discount from the original pre-inflation, pre-capital gain (or loss) retail price. • Then, as a final distortion of balance between ourselves and the owners, the owners are not obliged to repay the very much reduced (in real terms) capital within a reasonable fixed period once the second of us stops receiving the benefit of residing in the accommodation. <p>The defence I heard to the above, from the head of the villages owners' association when interviewed recently on Radio NZ National, was two-fold:</p>
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							<p>1. That potential retirement village residents had the freedom to choose between villages with freehold ownership and offering the risk/reward of capital gain on their invested funds, and villages that do not offer that but which offer more other benefits, including on-site staff (on weekdays) and more recreation facilities.</p> <p>In our experience, as [REDACTED] with adult children and grandchildren living in [REDACTED] there is little if any such choice for potential retirement village occupants.</p> <p>2. That seniors themselves freely choose to sign up as residents, after having been fully briefed by their solicitors on the terms of the of the forthcoming contract. (The mis-named Occupational Rights Agreement. A name well askew in balance for a contract where the resident's financial rights are very much inferior to the owner's financial rights.)</p> <p>This second defence could be</p>
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								termed the Highwayman Defence. “I have given you the clear choice of either living out a settled rest of your natural life or of not giving me your money and jewellery.”
10925495 1	Yes		No		Yes			
10939600 1	Yes		No		Yes			A timely review that needs to be addressed
10987985 1	Yes		No		No	No		Nil
10918225 1	Yes		No		Yes	Yes	The holding company charging Residents for the repair and sometimes replacement of fittings within the dwelling that are wholly owned by the operator, i.e electrical hard wired fittings and window and door furniture. It has been stated that should the Resident refuse to pay for the repair/replacement of an essential item, the value of the work would be	The license to occupy a dwelling is purchased at the market price relative to the area. Upon resale, the resident, or their estate receives no return resulting from any increase in value.

							deducted when the resident finally departs.	
109225001	Yes		No		Yes			
109165101	Yes		Yes	Not 'missing' exactly but it seems to me the CoRR is too limited. Eg, it doesn't seem to cover a requirement for an Operator to advise/notify Residents of impending, important developments such as plans for new buildings, associated roading all of which would materially impact on existing dwellings.	Yes			Only on the issue of 'Consultation'; I regard residents as 'shareholders' who should be entitled to information and advice on developments and changes that WILL IMPACT on their dwellings.
109728551	Yes		Yes	A missing point is a time frame for changes to happen. The retirement village sector is dealing with people who have often less energy, having to deal with impaired health and after all are having a limited life span.	Yes	Yes	<p>1. The urgency of making changes as recommended in the White Paper e.g. on page 21 and 22 .</p> <p>2. The uneven distribution of 'power' around the discussion table - operators versus residents.</p> <p>3. The importance to consider smaller retirement villages</p>	The White Paper is an excellent discussion paper but unfortunately comes rather late. It brings issues to the for that have been overlooked by policy makers. Meanwhile the development of the retirement village sector has taken off immensely and was shaped to the benefit to and by the retirement villages operators.

							with regard to forward planning of timely guaranteed buy back e.g. especially if a resident has to move from an independent living facility to a care facility in another establishment. Paying the monthly service fees for two places at the same time is impossible and creates a huge worry when the resident is at a most vulnerable state in her or his life.	
10942290 1	Yes		No		Yes			
10980025 1	Yes		No		Yes	Yes	We wonder about the building requirements for lifestyle/retirement villas with respect to safety and the changing climate. Like many other residents here we have had to	The huge financial loss to residents is also difficult to reconcile when understandably we must also and do take good care of our villa, pay for appliance repairs despite the operator owning these e.g. dishwasher, oven, range hood, kitchen tap mixer, vanity units, heat pump.

						<p>purchased additions to deal with heat and safety e.g. awnings for shade (little or no eaves on sunny sides of the house - query to make room to squeeze in more villas), side screens on the patio (for shelter from strong south and south westerly wind), an additional step for safe exit and entry from an external door and for us ceiling fans and a power point on the kitchen 'island' for safe use/ control of the handheld blender in the sink.</p> <p>In addition to the window 'furnishings' all of the above must be removed on departure from the village or an</p>	<p>In our village they are 'entry level' appliances and fittings and indeed less reliable and more noisy compared to many other models-reference Consumer NZ.</p> <p>Outside during Summer we are asked to regularly hand water the lawn and hedging from the city's water supply. and assist neighbours who cannot manage this.</p> <p>The financial costs of the ORA model do grate - a lucrative business at the expense of the ageing older person for whom options are limited. Review is certainly needed and alternatives explored including for those with limited finances to enable the opportunity to enjoy a village. Thank you so much for your white paper and your recommendations.</p>
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							attempt made to negotiate a price with the new occupier after the latter has purchased the unit from the operator.	
10921400 1	Yes		No		Yes			No
10987475 1	Yes		No		Yes			<p>Once you have vacated the premises the weekly payment should cease.</p> <p>If we have made any improvements on the property the estate should be entitled to some capital gain.</p> <p>All sales should be expedited in a timely time frame. eg not 6 months</p>
10947640 1	Yes		Yes	<p>- Absence of independent advocate for residents' complaints</p> <p>- Extremely favourable tax treatment of RV operators that allows them to keep almost all of their profits, a large portion of which are then paid out as dividends</p> <p>- Profit on resale should be shared 50-50 between operator and resident</p>	Yes			<p>The law regarding Retirement Villages is no longer fit for purpose and should be reviewed in its entirety. The current strong balance in the operators' favour should be replaced by a more even-handed approach, and most importantly the residents' complaints procedure should be given teeth.</p>

10916435 1	Yes		Yes	I may have missed reading this but I would like villages to be very clear about what chattels they own and will repair and what is the responsibility of the resident. For example, my new unit came with a dishwasher, oven, hob and heat pump. I have had a plumber look at the dishwasher at the village's expense but am told the heatpump is my problem as it is an "included gift".	Yes			
10928160 1	Yes		No		Yes	Yes	there will be some things that have not been considered that have not surfaced as yet	definitely time for a review with the retirement village business expanding as it has in the past few years in favour of the operators.
10958625 1	Yes		No		Yes	No		
10927495 1	Yes		No		Yes	No		There must be an easier way to ensure bad eggs (really bad ones) don't get into the village in the first place. Maybe references?? Our village has some real villains and management seem powerless to do anything because they are crafty liars.
10985505 1	Yes		No		Yes	No		██████ requires resident to pay an excess of \$2,500 of the insurance claim. (ie) damaged carpet. At some other Retirement

								Homes that access is only \$500...This should be looked at.
109481551	Yes		No		Yes			
109725251	Yes		No		Yes			We need a way of transferring from the Unit we live in to residential care, without having to pay the village contribution twice. It is very unclear how this next step will operate.
109316951	Yes		Yes	<p>Make fixed fees compulsory for the life of the residents stay at the village and when reviewed to go up by no more than the CPI for the previous 12 months. and if the village has not got fixed fees then set the fee at the average of villages with fixed fees in the area that the village is situated</p> <p>Fix D.M.F @ no more than 20%</p> <p>Stop Villages charging residents for Staff Uniforms.</p> <p>Stop villages charging for upkeep for Capital items i.e.: repairs to lifts and building wash downs etc.</p> <p>Make Village charge fair fees for other items like phone and</p>	Yes	No		<p>Make it that when a person leave the village that the D.F.M is taken from the capital gain then the balance of the capital gain is then split 50% to the operator and resident (or estate)</p> <p>When the unit is vacated then the refurbishment of the resident's unit be fix to how the unit was bought if the operator wants to update the unit then it is at the cost of the operator.</p> <p>Make the ORAs be put in plain English so that there can be no misunderstandings by either party and be written to the nations reading age of New Zealand Citizens so if the reading age is 12 years old then the ORA be written to that reading age.</p>

			<p>internet.</p> <p>Set a fixed time frame for the completion of any refurbishments of the unit before the unit is put up for sale.</p> <p>Stop the monthly village outgoing fee as soon as the unit has been cleared of all the possessions of the resident.</p> <p>If the unit is not sold within 12 months of unit being vacated, then the operator is required to purchase the unit from the resident or the estate and pay interest on the residents share at the same rate as is charge by credit card companies on debt ie:1.25% per month compounding monthly. this will make the operators make sure the property is sold asap as the unit I purchased in February 2020 was vacant for 2 years before I purchased it, in that time the previous owner had to pay the monthly fee in full for 6 months and then 50% of the monthly fee for the next 18 months and one of the units I</p>				<p>Stop the D.M.F on Carpark if they are purchased separate to the unit.</p>
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			<p>look at was not sold until December 2020 this is not fair to the former resident or to the estate of the resident as they cannot move on until the funds have been paid out and there is no incentive for the operator to go out and do all they can to sell the unit as fast as possible if the compounding interest on say \$700,000.00 would be about \$112,528.00 over a 12 month period this would be taken out of their share of the capital gain and if it is still not sold and they had to discount the unit then they would be out of pocket even more.</p> <p>List items that the owners can charge for.</p> <p>If a hospital is on the site, then make sure that the council sends 2 accounts for land rates:1 for the Village and 1 for the Hospital and not let the owners decide how to split the rates.</p> <p>Have the village owners send out quarterly the budget estimates versus Actual costs</p>				
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				so residents can see where their money is going and being spent on.				
109419601	Yes		No		Yes	Yes	Guaranteed time frame for buybacks operator to pay interest during vacant period and capital gain to be shared between resident and operator. Restriction on charging weekly fees after resident vacates unit.	Improved and standardized information about transferring into a higher level of care
109942101	Yes		No		Yes			No
109421151	Yes		No		Yes			
109184601	Yes		No		Yes	No		Conditions have changed dramatically in recent years and conditions that seemed reasonable years ago may now not be so fair. The capital gain for the operator on a unit occupied for a long time will be very large while the return to an estate will be negligible. I think this needs to be addressed.
109229401	Yes		Yes	Resale of units can take years.Village should purchase after 3months	Yes			Minimum staffing to the point it is dangerous.No management staff on duty over statuory holidays.Villa

								<p>residents need some sort of liaison person to check up on all well. In lockdown one deaf resident had no contact for 5 weeks. Emergency evacuation plans are not feasible. Not allowed to ring 111. Able-bodied residents are expected to help evacuate upstairs care centre if not enough staff on duty</p>
109152101	Yes		Yes	As below summary	Yes	Yes	As below	<p>Points to add to white paper:</p> <p>In recent Consumer survey all the retirement villages surveyed said they were working within the law but this needs to change. There needs to be a "policy review includes a review of the Code, including the ORA provisions, with a view to establishing best practice and to balance operator control and residents' rights." It needs to be fairer to the residents and not just gain for the owners of the retirement village.</p> <p>1. All residents should get a percentage of capital gain when the unit is sold to new resident</p> <p>2. It should be longer than 5 days to</p>

								<p>move all the resident's belongings after they vacate a unit</p> <p>3. The management fee needs to be reviewed as the units increase in value so does the MF but the expenses will be similar each year especially as the resident has to pay for any repairs within their unit. Perhaps make it 20% and link to inflation index would be fairer</p> <p>4. Retirement Village operator shouldn't charge the leaving resident any weekly nor monthly fees once they leave the unit. Would help in getting the operators to hurry up the resale process</p> <p>5. Residents have option to resell own unit if they can get a higher price</p> <p>6. All units need to be refurbished to the standard of a new unit so new residents have an expectation that there will be a period before they start being charged for any repairs.</p> <p>7. Normal warranty apply to all whiteware, electrical units, bathroom items, laundry items,</p>
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								<p>carpets and furniture etc supplied at point of sale.</p> <p>8. Sale of unit to be within 90 days of being vacant like new rental tenancy rules for refurbishments. Anything over this the operator needs to pay a portion of unit value plus interest until unit is on sold</p> <p>9. Agree that the transfer from one type of care to another needs to be reviewed and better information is available to everyone including the financial cost to the resident in the process. If capital gain was applied to the unit being vacated this would help in the financial transfer</p> <p>10. There needs to be a review of the complaints function to simplify and formalise a clear and simple process between the informal to the formal complaint.</p> <p>11. Future affordability will become more of an issue with less people reaching retirement age owning their own homes. Is there an option to look at other models eg rent a home rather than licence to occupy or some other arrangement?</p>
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								12. Interest rates owed by either party need to be more in sync rather than retirement village operator being able to charge much higher rates than is accrued by the resident waiting for a sale.
109312101	Yes		No		Yes	No		
110026601	Yes		No		Yes			<p>When people move into retirement villages, especially widows and widowers, they are in a vulnerable state and even when they talk to a lawyer about the conditions for buying into the licence to occupy, it is hard to understand the jargon and the reality of the situation. Many of my friends and neighbours were "sold" the idea that as you aged, you can move into a smaller unit, then a serviced apartment and then into care, but it was not explained that you had to sell and buy into the current market each time. That is why you see so many elderly and frail people staying in their 3 bedroomed, 2 level villas after their spouses have died because they can't afford to sell and move into care.</p> <p>As I have watched neighbours come and go in the 10 years since I started living in a retirement</p>

							<p>village, I am saddened to see some struggle to live on their own and are frightened of what might happen to them when they are sick.</p> <p>A solution may be to make transition to a serviced apartment or care at no cost. This would free up a larger house for sale at current market rates (profits to the managment) and make better use of current stock . The DMF on the initial cost of the house could then still be deducted when the person dies.</p>
109416301	Yes		No		Yes	No	
109625701	Yes		Yes	<p>The serious situation on moving on from say living in a retirement unit and then having to go to an apartment / self serviced or not, or to rest home care or an Alzheimer's unit and none of that may not available either on site or nearby. That is a big wrench to move from familiar surroundings and friends but I know it is not fixed easily if at all completely. This happens in rural areas and can be hard also on families trying to visit etc.</p>	No	No	<p>I think you are doing a major work for those getting into the older bracket and those finding it hard to fully understand or cope with the rapid changes. We need your assistance and also a unified coverage for NZ so we have equal and unified regulations for the whole country.. I am 90 and its just getting harder to fully comprehend everything in the White Paper.</p>

10973655 1	Yes		No		Yes	No		Definitely the option to restrict the charging of weekly fees after a resident vacated a unit
10975575 1	Yes		No		Yes			
10931390 1	Yes		Yes	I think that it would be good practice for all villages to have fixed fees .. I am in a village where fees keep rising, more so than I had been advised which is quite distressing, especially as my income has been reduced on account of low interest rates.	Yes			I am very glad that the white paper is focusing on a guaranteed timeframe for buy-backs and also on restricting the charging of fees after a resident vacates a unit ... the way that these issues are at present are so very unfair.
10989990 1	Yes		No		Yes			
10930520 1	Yes		No		Yes			
10942245 1	Yes		No		Yes	No		
10966515 1	Yes		No		Yes	No		
10950360 1	Yes		Yes	The time it takes to refurbish dwelling should be limited.	Yes	Yes		
10989375 1	Yes		No		Yes	No		Why are RV owners allowed to keep Capital Gain??? They already deduct up to 30% of the original purchase price of the unit/villa when we leave.
11004325 1	Yes		No		Yes			NO
10978930 1	Yes		No		Yes			

11031720 1	Yes		Yes	We need a bus route down [REDACTED]. Even a loop eg coming up [REDACTED] and then down [REDACTED] (or vice versa). I only have the choice of a taxi and I don't have a cellphone to get myself home again.	Yes			
11124445 1	Yes		Yes	The Trustees do need performance guidance. There has been little to no feedback when an issue has been discussed and response promised. This makes bringing anything up with them seem pointless.	Yes	Yes	I think that it is very wrong that single residents be charged the same weekly fee as couples. Two people use more water, have double the number of drinks at happy hours, two people get the benefit of free entertainment and when events have a limited number of seats single people can be left missing the events, and yet a large number of places are taken up by couples who of course benefit from double the use of all village facilities	There are large differences in the standard of care by different Village operators. This requires standardising to the high level of care given by the best village operators. A share of the capital gain would be welcome. This however could mean a share in capital decrease in the unlikely chance this should happen.

							etc. This is something that is most inequitable. Single people are in fact subsidising couples. It does not make sense.	
110316951	Yes		No		Yes			I think it is criminal the Retirement Village takes so long, sometimes two years, before the apartment is sold, yet they still take out the monthly charges to keep an empty apartment.
110072201	Yes		No		Yes			no
111372201	Yes		No		Yes	No		
110737301	Yes		No		Yes			Both the Share of capital gains and exist plans need to be a lot fairer than they are today.
110858901	Yes		No		Yes	No		I am no expert in this field but have parent in a retirement village in [REDACTED] and welcome review and reforms in this sector, being a corporate property adviser I am well aware of the ownership model that is run by RV and profits made in the sector, it would be great to see some more rights feeding back to those investing in it and a more balanced environment.
110145951	Yes		No		Yes			No

11129310 1	Yes		No		Yes	No		
11138245 1	Yes		No		Yes	No		Capital gains made on residents villas should be shared 50/50 with village owner and the resident or residents family.
11041165 1	Yes		No		Yes	No		1) While people choose to live in retirement villages and while these people are able to live independently (as opposed to a rest home) it concerns me that for a number of these people that they are cut off from the rest of their wider community, in the sense that they would have little or no meaningful contact with people of other ages. While some older people may not want to be around children, for example, or prefer their own company, or feel safer in a gated environment, I think the concept of retirement villages as we have them is somewhat anti-social when physically they are separated from the rest of the community. And separated from other age groups? How do retirement villages help their inhabitants to maintain and affirm and even extend their connecting links with their wider community and wider world? And why is this important? Because it supports and nurtures their health

								and well-being. 2) Is it a level playing field between villages when they are owned by different 'bodies' who would have their own interpretations, personalities, methods of administration etc.?
11126490 1	Yes		No		Yes			
11135425 1	Yes		No		Yes			
11138805 1	Yes		No		Yes	No		
11137295 1	Yes		No		Yes			
11023530 1	Yes		No		Yes			I would like a PRIVATE consultation with one of your members if possible at [REDACTED]. I cannot discuss this with our Village Representative as he is self appointed to the position and works closely with management. I wish to discuss the legality of both Management and Head Office Personel who do not respond or keep their word in providing information that is asked for. Please advise if such a meeting can be arranged. Cheers.
11093290 1	Yes		No		Yes	Yes		The current code of practice (in regard to ORA agreements) of retirement villages mean that

							<p>residents have no option but to live with the worry that they or their families may be seriously disadvantaged financially and (in the case of the resident) healthwise, if there is a delay in the re-allocation of the ORA for their property. Many residents would be very relieved to have the financial and health implications of that concern lessened through a change in the Code of Practice. This could be as simple as an interim agreement (while waiting for the outcome of this paper) whereby family / resident are paid some money in advance to their unit/apartment being re let so that they can at least be placed in a facility that is able to provide the level of care required.</p>
110412201	Yes		Yes	<p>We believe there should be a 3 month timeframe for buy-backs.</p> <p>No interest charged during vacant period.</p> <p>Definitely allocation of any capital gain to the resident or estate.</p> <p>Should not have to pay any</p>	Yes	Yes	<p>We would like to see urgent action on the above proposals. It is appalling to note that legislation regarding retirement villages has not been upgraded since 2003 - some 18 years ago - and just minor amendments were made in 2013 and 2017</p>

				weekly fees after resident vacates unit.				
11007790 1	Yes		No		Yes	No		I fully support the points for discussion ,consideration and a proposed legislative review of the Retirement Villages of NZ as released by CFFC. As a Resident I have concerns re the outdated legislation, especially focus on the resale and buy-back process and allocation of any capital gain on sale. I support a review of the disclosure statements ,also options to restrict the charging of weekly fees after a resident vacates their unit , and considerations re all the points made in the White Paper . Are their issues that still need attention ? . These may come to light when submissions are collated and are highlighted as a concern. It is certainly time for a full discussion and review and an urgent update of the existing legislation .
11009710 1	Yes		No		Yes			My mother is currently in a retirement village where she has an ORA. The village has in recent years been bought by [REDACTED] and now some of the services such as an activities officer and regular transport and outings, stated in her contract, have been eroded. What is there in place to protect

								residents. Fees go up annually but entitlements cease. Elderly residents feel powerless to fight this. they do not have the energy or health and I feel that these ownership companies take advantage of this fact. How can this be prevented? Residents need more protection.
111365601	No		Yes		Yes	Yes		
110594001	Yes		No		Yes			The charging of weekly fees after a resident vacates is so wrong. This can eat through the remaining equity and the village owners also win by keeping nearly 30% of the apartment price and not paying any capital gains. There is also reduced incentive for the village to market a vacant apartment if they are receiving weekly fees for nothing.
111386601	Yes		Yes	Maintenance fees charged monthly :sharply raised by a large percentage last year without Employing more staff to do existing maintenance work satisfactorily,was not ratified properly at last AGM of our Village.The meeting was not chaired properly.Still insufficient staff to carry out the jobs .that they're supposed to do.	Yes	Yes	I think that there definately should be a time limit of 6 months from the day the LTO occupier dies or when an occupier vacates the unit ,that the money should be paid out within 6 months and that	There should be a seamless way in which people who already are part of the village they're living in can move into the rest home or dementia unit owned by the retirement trust that they've virtually been a shareholder in for some time. Eg: we have some residents in the village who've been in their unit for over 20 years having bought their villa for a small fraction of what they're selling for

							<p>maintenance fees should be stopped from the time of exit. Some occupiers are having trouble financing a move into another facility because they can't afford to.</p>	<p>now ,and which having been refurbished ,for 3 times for what the unit was originally bought for .I think that there should be some way devised to allow for capital gain to be paid out to those occupiers. We had an example recently where a unit which was refurbished & sold for \$310,000 , was probable bought for \$150,00 or less , that with depreciation the family would've received less than \$100,000 for after their father died having lived in it for many years.</p>
110107101	Yes		No		Yes			<p>The interface between care and residence should also address the financial implications to residents when transferring into higher levels of care. This is closely connected to the resale and buy-back process.</p> <p>The ownership and maintenance of chattels should also be reviewed as some are fixtures installed by the operators and would have an end of life cycle (the question of fair wear and tear).</p>
110247901	Yes		No		Yes			<p>I think the White Paper covers most of my criticisms of living in a retirement village.</p>

							<p>1. There should be no charge when my unit is vacated. At present they charge the full monthly fee for 6 months</p> <p>and then at 50% till the unit is sold, and as the Manager told me it could go on for years.</p> <p>2. Stricter controls on construction quality are needed because noise can be a problem when a unit is not soundproofed as mine is not.</p> <p>3. I agree a full review of the Retirement Villages framework should be undertaken.</p> <p>4. The management take far too long and in no hurry to do up an apartment when they are vacated.</p> <p>5. I think when the apartment or unit and garage is vacated you or more likely your family should</p>
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								<p>should get at least what you paid for it.</p> <p>The Retirement Village pays me 70% of what I paid for my unit regardless of the actual sale price, which could be triple what they pay me.</p> <p>If the Retirement Village wasn't guaranteed a profit, maybe then they would be quicker at putting it on the market.</p>
110534851	Yes		No		Yes	Yes	There should be an obligation on operators to refurbish and market vacated premises within a set timeframe. At present this is not being done as villages focus on selling new apartments first.	
111379451	Yes		No		Yes			
110167501	Yes		No		Yes	No		
110530251	Yes		No		Yes	No		
110263501	Yes		No		Yes	No		

110282701	Yes		No		Yes			
110066151	Yes		Yes	It is unfair for residents to pay to repair chattles that do not belong to them	Yes			I am the daughter of a retirement village resident and totally support a complete review of the legislation framework.
110072551	Yes		No		Yes	No		NO
110064101	Yes		Yes	<p>Four important gaps to address (bullet points followed by detail)</p> <p>1. Healthy Homes safeguards for right-to-occupy retirement villages.</p> <p>2. Power imbalance caused by RTO agreements can render CFFC efforts insufficient.</p> <p>3. Simple complaints system/authorised advocate is important but insufficient.</p> <p>4. Accessibility of information for retirees has significant financial capability implications.</p> <p>1. Retirees in right-to-occupy houses do not have the safeguards that renters have</p>	Yes			<p>Improving legislation is great. However a proactive stance towards identifying bad-faith development companies building/running retirement villages is important because it is easy for such companies to get away with bad practices. Also, councils need to be accountable for following-through on their oversight responsibilities. My local council didn't know that my house had been built (a year earlier). Information acquired from them was inadequate to answer some basic questions around the extent to which the vendor misrepresented the house they sold to me.</p>

			<p>from the Healthy Homes legislation, yet like renters they cannot necessarily improve features that potentially harm health (variety of reasons). Healthy Homes legislation should cover RTO houses.</p> <p>2. Right-to-occupy agreements create power imbalance, cause anxiety for some, and dissuade retirees from using complaints systems you might set up. Wording in RTO agreements should clearly define behaviours that can lead to loss of right to occupy, the process involved, safeguards for retirees, and how financial impact is taken into account (i.e. retiree might not afford alternative housing, costs associated with moving etc.). Wording should be standardized across NZ, with government input.</p> <p>3. At least one large company building housing complexes for retirees has developed a deservedly poor reputation. They have a large number of problems with houses, they are</p>				
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			<p>slow to remedy, and they only remedy homes where the owner pushes hard for months/years. Rather than each resident dealing with these issues, the government should be responsible for identifying and monitoring such companies.</p> <p>4. Information about a house prior to/after buying should be more readily available (especially for new builds), particularly for retirees entering RTO agreements. Information should include the house size, what counts as inside/outside the house (i.e. what the retiree actually owns), and the insulation value (R-value) as an indicator of temperature stability and costs of heating/cooling. I would like to have known that the roof of my house is at high risk in strong winds. In RTO agreements (with many pages of fine detail), stating who pays for building damage (e.g. storm damage) is insufficient. An easy-to-understand section at the front of the agreement in</p>				
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				bullet point, including this information should be a standard and government-required practice with the retiree signing to indicate these key points have been discussed with the lawyer and understood. These issues above can result in residents not being able to afford to live in the very modest home they purchased.				
111272651	Yes		Yes	There is need for a improved sell/buyback process for residents when they vacant a property. The chattels not owned by the occupier should be maintenance by the property owner.	Yes			
110657260	Yes		No		Yes			
110782701	Yes		Yes	The exit / resale and buy back application is not equitable across all villages. Transfer from independent living to assisted or full care needs addressing . Currently a couple is penalised if one needs care in another residence/ care facility, and there are additional undisclosed costs incurred.	Yes			Residents are legally bound to the conditions of their ORA, management is not legally bound to future developments as outlined at the signing of the ORA, e.g. Building of care facility, swimming pool and other emenities within a specified time frame. Resale and buy back: once a

				These should be clear before taking on an ORA.				<p>resident has left, their ORA ceases. The house/ unit that they initially purchased then gave to the operator as part of their ORA should immediately be purchased back from the resident or his/her dependents once the former resident's belongings have been removed. Continued monthly fees to cover insurance should cease after one month. The DFM should cover the costs of any refurbishment the operator deems necessary. Prospective purchasers could be given the option of how much refurbishment they wish to have, including keeping additional alterations made by the previous occupant e.g. External blinds. Some share in any capital gain should be the right of the resident or their estate. The operator should buy back the residence at the current market price at the time of the resident's cessation of the ORA, and include a previously agreed portion of any capital gain. Money due to the prior resident's estate should be laid to their estate within six months or less of the resident's departure.</p> <p>DFM must clearly be a percentage</p>
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								<p>of the original price paid for the residence. And not based on the current market price of the residence.</p> <p>Clarification is needed and standardisation throughout.</p>
111017701	Yes		No		Yes			No
111372251	Yes		No		Yes	No		
110503151	Yes		No		Yes	Yes	Once the the villa is vacated [REDACTED] should pay out within say 6 weeks.	The prices we paid for our villa is now almost double. Is wrong that we don't get a share of that profit
110860001	Yes		No		Yes			Definitely need a review of current options, timeframes and costs;a agreeable balance needs to be set in place between the residents and operators
110121451	Yes		No		Yes	No		
110832101	Yes		Yes	<p>Any kind of Environmental Policy for operators -</p> <p>Medical waste, Maintenance/Cleaning disposal, use of non-recyclable plastic bags.</p> <p>Noise pollution through minimal operator management from continual refurbishment</p>	Yes			<p>An immediate refund on capital invested once the property is sold. Or 3 month ceiling if unsold.</p> <p>A share in the capital appreciation of the property between purchase and selling prices.</p> <p>Specific general conditions under which residents are allowed to re-home pets.</p>

				of villas. Ability to borrow money against the capital value of the property whilst in situ.				
111369251	Yes		No		Yes	No		All of the important issues have been adequately covered
110115601	Yes		No		Yes			Had a meeting with [REDACTED] today at [REDACTED]
111386401	Yes		No		Yes	No	Health & Safety Issues as we have seen some good & bad amongst the Retirement Villages.	A Universal Code of testing quickly for the residents & village workers for COVID like the saliva testing at [REDACTED] recently should be adopted as standard practice.
110279701	Yes		Yes	Mainly around occupiers rights, skewed at present to the operators	Yes	Yes	Capital gains being release to occupier or at least a portion of such. Limit on time that the money is released after keys returned to village operator. Limit of fees that are charged. Some standard introduced for village managers training	Covid 19 rules too open around who can come into the village, especially whole families coming and going. Better management of visitors in Covid 19

11015580 1	Yes		No		Yes			<p>Re Q1 It is such a big document that I can't absorb all of it, but I am sure the people who have put it together have done a good job.</p> <p>Re Q2 As above</p> <p>Re Q5 I believe that the weekly rate should be linked to the Consumer Price Index CPI especially if it is not a fixed sum on entry to a Village.</p>
11031350 1	Yes		No		Yes			
11137310 1	Yes		No		Yes	Yes	<p>A Commissioner for the elderly needs to be appointed.</p> <p>More funding and resources are needed to assist the elderly both in care and independent living.</p>	
11036570 1	Yes		Yes	We think the sales person/operator should be liable to the same condition as real estate agents.	Yes	Yes	Often promises are made and not kept.	
11058765 1	Yes		No		Yes	Yes	Part 6.Reduce fees after 3 months then stop fees after 6 months; Some	Concern with contract For nineteen years which is coming up. No idea as to clear options in this situation?

							operators seem to do nothing about the resale untill after this time.	
110160901	Yes		No		Yes	Yes	There needs to be up to date accountancy practices, see below	<p>I am involved in a process with my mother's care facility- she has been overcharged for the first 4 months then has overpaid for all of last year. Arrears total over \$9000.</p> <p>When Mum entered the facility we did our homework, and didn't like the exit fee or service fee but knew these were standard. However, my ignorance meant I did not receive a monthly statement and had NO idea there was money accumulating- despite being charged for (and promptly paying) such things as nurse consults etc which are extra to Mum's care package. There was a complete breakdown in communication between head office and the facility. This is being sorted, however the interest I requested they pay us (on principal not for the pittance in interest) has been declined. SO full use of my mother's money for well over a year. I am aware this contravenes several Code of Health and Disability Conduct. At this stage we are on track to get the money back, plus</p>

							get monthly statements- should this not have been the norm? Thank you for your White paper, the elderly (who I am fast about to join) are completely disadvantaged and I didn't realise how much so until we organised Mum's going into a care facility.
110312201	Yes		No		Yes		Nothing else to say
110634301	Yes		No		Yes		Thanks for your ongoing work in this matter. Backing you all the way
110374451	Yes		Yes	Refer to Question 5: responses seeking further attention to or consideration of "insurance", "repairs and maintenance", "chattels", "replacement during tenancy", and "refurbishment on termination"	Yes		<p>Q5:</p> <p>Excuse this unrequired backgrounder, but it may assist in knowing the environment from where my comments arise.</p> <p>In general I fully understand the content of the CFFC White Paper as it applies to the situation that my wife and I chose for ourselves 3½ years ago – a privately-owned village of 29 individual 2-bedroom units built between 1994 and 1997 (ours 26 years ago in 1995). The Operator, a former tradesman known to me for over 50 years having been a sub-contractor on our own home in 1968, was</p>

								<p>renowned for the quality standards of his former company's work. This is evidenced in the construction of the units within our village, and 27 others in a further 4 Villages in relatively close proximity. These guys who went to Australia to research the industry as it existed there in the late '80's, were way ahead of their time! Aspects of our home – permanent maintenance-free brick and tile materials, spacious rooms and passages allowing wheelchair access (if needed) everywhere, well-appointed rooms with extremely good storage areas, large wardrobes, bath as well as shower with separate toilet (2 in our case), tiled or carpeted throughout including the garage with internal access, spacious private gardens and patios and pergola, attractive landscaping and concrete paths and roads throughout – are far superior to many of those that our friends occupy in other high-profile villages still being built today. There are not the additional amenities or care facilities that the latter boast, but that was our considered choice. Our own space and proximity to recreational opportunities and all</p>
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							<p>services within walking and/or cycling distance is our bonus.</p> <p>However, despite all of the above, in our eyes, even if not those of many older residents – widows primarily who simply accept their lot – there is room for improvement in the printed material that all incoming residents do, or are supposed to, receive as well as the application of all such requirements from an on-going management and communication perspective. This I have often described to management itself as “sloppy.” As the former 3rd generation owner of a 100-yr old business within the building industry for 37 years, followed by 17 years involvement in event management, the lack of attention to detail and the resultant ambiguity or absence of standard procedures is irksome to say the least.</p> <p>I am confident that the CFFC recommendations will go a long way to achieving the desired outcomes for Operator and Resident alike. But, surrounded by</p>
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							<p>copies of various legislation, contracted reports and commentaries by industry experts or researchers, and correspondence in addition to the White Paper itself, these are my observations, comments, suggestions, questions I would raise in the hour left before submissions close today:</p> <p>Part 1 - Legislative Framework</p> <ul style="list-style-type: none"> • Deferred Management Fee - otherwise referred to in various forms – a standard description for this “fee” should be used throughout the industry. Its purpose or intent should be clearly defined so there is no misunderstanding that DMF is short for “Deferred Management Fee”. • Page 10 – ORA’s “are specifically excluded from the Residential Tenancies Act” (RTA). Why? What about specific requirements of the RTA such as minimum Healthy Homes standards for heating, insulation, and ventilation, as well as comply with the Housing Improvement Regulations 1947
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							<p>Section 7(2)(b) in regards to provision of “adequate means of preparing food and of cooking food, both by boiling and by baking.” If good enough for operators/landlords of private residences, boarding houses and community housing; why not Retirement Villages? Is relevant in relation to “the Operator’s chattels” and responsibility for “repairs and maintenance”. But what about replacement of compulsory chattels – stove/oven and source of heating? See Part 6.</p> <ul style="list-style-type: none"> • Code S50 (3) (a) states “resident is not required to pay for fair wear and tear”. Our ORA (S3.4 and S4.1 (a) contradicts this stating “including fair wear and tear” at time of termination... Yes, is our responsibility to enquire but is indicative of “sloppiness”, or intentional misrepresentation? • ALL of the Operators chattels should be nominated within the ORA or added as an Appendix to (as in the case of the [REDACTED] ORA). Refer further in Part 6.
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							<p>Part 4 - Complaints and Disputes</p> <ul style="list-style-type: none"> • To improve Complaints function, minor issues should not be “saved up” for the AGM. Conversely, can understand reluctance for some to raise matters as every query (at an AGM or SGM can be construed as criticism often giving rise to unhelpful responses. <p>Part 5 - Code of Practice</p> <ul style="list-style-type: none"> • Change to Code made after CHC Earthquake – Clause 54(7) – Payment after Damage or Destruction of residential Unit through no fault of resident – uninhabitable. <p>The Code is clear, the ORA is not. Resident should be entitled to see provisions of Operator’s Insurance policy in respect to irreparable damage due to natural disaster e.g. earthquake or tsunami.</p> <p>Question? In fact should the Resident be entitled or the Operator obliged to provide a copy of their Insurance cover details so Resident is clearly aware of the</p>
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								<p>responsibilities or limitations of both Operator and Resident?</p> <p>Part 6 – Consumer Issues</p> <ul style="list-style-type: none"> • Fully concur with recommendation of need to improve resale and buy-back process • “Changes to establish best practice, balance operator control and residents’ rights” – is not specific enough, Need to define “chattels” (ORA to list specific Operator inclusions), “fair wear and tear”, “repairs and maintenance”, “replacement” and the entire “refurbishment” process must be clearly set out in ORA • No reference anywhere to definition of “fair wear and tear” or even “life expectancy “of major appliances, in fact the words “stove” or “oven” or even “cooking appliance”, or “dishwasher” or “heat pump” rarely appear anywhere in any documents • While “repairs and maintenance”
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								<p>is a phrase often used in all relative legislation and official documents including the CFFC White Paper itself, rarely is the word “replacement” seen, or specific Operator chattels mentioned other than, and rarely at that, when resident complaints are reproduced as in the Appendix to the White Paper and the recent (Feb/March) issue of NZ “Consumer” magazine</p> <ul style="list-style-type: none"> • Is a need to strongly recommend express clarity (for sake of estate trustees) around refurbishment costs, • Essential is the definition and application of “fair wear and tear” to specific Operators chattels e.g. application of expected life of major appliances related to their actual life such as stoves, heat pumps, dishwashers. Why should a resident’s estate pay for replacement of a 20yr+ old entry-level range/stove given the recognised life expectancy for entry level-, mid-range, high-end stoves/ovens is 10, 15, 20yrs respectively, or a 20yr old similar-quality heat pump whose recognised life expectancy is 6, 8,
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							<p>and 12yrs? (ref. NZ and Aust. Consumer)</p> <ul style="list-style-type: none"> • this is equally applicable to failures to all Operator's installed chattels throughout a normal tenancy. The Operators claim ownership and state they have their property including their chattels insured since they are their property. Yet a resident who signs an ORA for a 25-yr old unit that includes appliances in working condition is expected to pay for the full replacement should any one of them fail after say, 3 or 4 years' occupation • Agree with need to encourage management to better support resident welfare The above would go a very long way towards that eliminating all of the grief surrounding these undisclosed or poorly worded definitions <p>Part 8 – Understanding the Legal Framework</p> <ul style="list-style-type: none"> • One might say – The Act begets the Regulations begets the Code
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								<p>begets the Disclosure Statement (DS) begets the Occupation Right Agreement (ORA), but rarely shall any twain meet lest the reader may understand!</p> <ul style="list-style-type: none"> • The need to follow the order from one to another with clear cross-referencing is essential. Better still, if the Act could be expanded to cover the Regulations and the Code, and likewise if the Disclosure Statement can mirror the order of the Act/Regulations/Code this then sets the order of the ORA. • The need to define intent by continually cross-referencing sections back and forth within the same document as is currently employed by some Operators is not easy, many would say confusing, to follow. • Cross-referencing backwards from one document to another only, is helpful however • Also the format of a DS need not include every possibility or option that the Act/Regulations allow or suggests with ticks or crosses to signify inclusion or otherwise, but
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								<p>rather those that are relevant and from which the ORA can be drawn together in straightforward user-friendly language and terminology</p> <ul style="list-style-type: none"> • The Code of (8) Residents' Rights as set out in Part 4 of the Code of Practice (Schedule 4 of the Act – here we go again) should be given as a separate document to all Residents, not fobbed off by the Operator's solicitor as we were when we asked, that "it's in the Code". After all, it is mandatory to do so. <p>Part 9 – Looking Ahead – Options Analysis</p> <ul style="list-style-type: none"> • Agree entirely with all four recommendations – 3 "no's" and 1 "yes"! being to "Conduct a policy framework review" • Opening para refers to the "full policy framework - that is the Act, the Regulations and the Code" Should include where latest regulations surrounding the Tenancy Act, in particular recommendations relating to
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							<p>heating, insulation and ventilation, but also why “retirement villages” are exempt for those provisions to which all other landlords must adhere.</p> <ul style="list-style-type: none">• Pen-ultimate para – very necessary <p>Appendix – Resident Case Studies</p> <ul style="list-style-type: none">• Can concur with all of these issues, as well as those set out in the February “Consumer” report. Even if not directly applicable to our situation, I can understand why these issues have arisen. The Review must ensure that all are addressed be it for the benefit of Operator or resident or both. <p>Please ensure no reference used can identify this source or village location.</p> <p>I am prepared to provide further clarification or information if required. (this has been rather rushed!)</p> <div></div>
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							<p>Contacts: e [REDACTED]</p> <p>m: [REDACTED]</p> <p>(sorry - format may have suffered in transfer of Word Document to this on-line submission form.)</p>
110331451	Yes		No		Yes		<p>The major issues are 1. Delay in getting paid on leaving, 2. Paying fees after leaving, 3. Maintenance of interior and equipment, 4. Capital gain, and 5. Resolution of issues. As an example of 5: our lawn has been a mess since we moved in to a new house over two years ago - despite countless requests for attention almost nothing has been done and what has been done (scattering a bit of grass seed and fertilizer on the bare patches) simply fed sparrows. We have had assurances but no action. Our only remedy appears to be instructing a lawyer and one really should not be forced down that road. All these 5 matters heavily favour the village owner at present. Fees should cease as soon as occupation ends. The capital should be refunded within a short period, no more than a month. That gives the village owner an incentive to market the</p>

								property and get their money. At present the retired occupant carries all the risk and costs.
111383051	Yes		Yes	Emphasis on how old these regulations are and how the sector has chamber in last 17 years and how far we are behind parts of Australia	Yes			This is most important as the owners are seeing this business as a cash cow and forgetting we are real humans who can still think
110531901	Yes		No		Yes	No		The White Paper has focused on the main points to be reviewed. There is disparity amongst different Villages. The current situation needs to be brought up to date to higher and fairer standards for Residents. Currently they strongly favour the operators. There must be a strong push to make things happen .
110303551	Yes		No		Yes			
110768951	Yes		No		Yes			This review is long overdue and the issues need to be resolved to bring more rights to residents of ORA villages. Having lived in one for 9 years we have known personally people who have been severely disadvantaged by the existing agreements and left severely financially disadvantaged, depending on their children to fund care for them...a very heartbreaking and stressful situation for people who have tried their best to take

							responsibility for themselves and relieve families of the pressure to care for them. Please work hard for the sake of ORA village residents. Thank you
11025670 1	Yes		Yes	The responsibility for paying for the maintenance of in-house assets needs to be addressed. At this [REDACTED] village, the ORA clearly states this is the resident's responsibility but issues about product warranties are not covered, nor longevity e.g. replacement of carpet after say 15 years. I am firmly of the view that since the resident does not own the assets, the village operator should pay.	Yes		Please ensure the review does not get "lost" or watered down!
11035600 1	Yes		No		Yes		we think that definately something should be done regarding the length of time when departing the villa for paying and the amount received there should be a share of any profits especially when you have updated parts of your villa e.g. putting on a consevatory.
11095940 1	No	Comment is made in page 25 that Statutory Supervisors are members of the RVANZ. They are actually (or were	Yes	An option I saw utilised in one village is that to ensure the affordability of continuing care the listed price of a supported unit would be specified in the ORA for the Independent Unit.	Yes		A useful and timely paper. Having been actively involved in the supervision of retirement villages since 1984 until 2017 I am very much aware of the many issues raised. Retirement Village

		when I was involved) only Associate Members and do not have voting rights. This is significant when understanding this relationship.		This meant that when further care was needed the price of the new unit reflected the market price at the time of entering the village and overcomes the impact of increasing house prices in the meantime. Similarly I believe that only one DMF (based probably on the value of the original unit) should be paid in these circumstances.				<p>structures and documentation are complex but in my view the the RV Act 2003 failed given residents the key information they need in a clear and concise way.</p> <p>I have a real concern over guaranteed buyback arrangements having seen them the cause of village failure (United Lifecare Group) in the early 90s. Unfortunately banks are fair weather sailors and I have personal experience if dealing with operators whose banking arrangements were curtailed because of an executive decision in Australia.</p> <p>I would be very happy to be further involved in looking at the issues raised in this paper.</p>
111150101	Yes		No		Yes			Not at this stage, thank you. All has been covered very well.
110861601	Yes		No		Yes	No		The incentive for village owners to market vacated dwellings is often considerably reduced if there are new buildings to sell or demand is low. So a fixed time for refund of capital and for continuing payment of monthly fees once a dwelling is vacated will be very helpful. 3 months, good, 6 months max.

11031275 1	Yes		No		Yes			This is on behalf of my husband ██████ as well please.. Thank you
11079530 1	Yes		No		Yes	No		My concern is we signed an agreement when we moved here and due to circumstances changing I am considering moving BUT ██████ stands to make at least twice what we paid and I would not end up with enough finance for another unit elsewhere, stinks eh?
11029640 3	Yes		No		Yes			
11007265 1	Yes		No		Yes	No		
11057315 1	Yes		No		Yes	No		.
11070600 1	Yes		No		Yes			
11137265 1	Yes		No		Yes	No		
11129380 1	Yes		Yes	Weekly fees after termination should be reduced 'immediately' the unit is vacated, either to 50% as recommended or, to the equivalent 'unit portion' cost of building/complex local body rates and insurance. (see Q5 below)	Yes			All legal paperwork needs to be condensed and written in more simplistic terms and be standard throughout the industry. Rather like a property 'sale and purchase agreement' or a 'Tenancy Agreement', which are both in a standard industry pre-issued format. Obviously, with proviso for additional and individual clauses to

				<p>It is 'people' who use services and facilities, therefore with the unit vacated there is no longer anybody making use of the 'services and facilities' portion of the weekly fee.</p>				<p>be added / subtracted.</p> <p>Consideration needs to be made for 'solo' residents regarding weekly fees. The formula for establishing weekly fees is obviously based on standard outgoings of the village, such as rates, insurance, etc. plus an amount that covers the 'services and facilities' of common area usage – gyms, pools, libraries, lounges, village transport, etc. It is 'people' who use 'services and facilities', therefore by applying a blanket per unit cost for said 'services and facilities' a solo occupier is penalised by having to pay the equivalent as a couple or two-person occupancy. This could also be seen as a solo occupier 'subsidising' a couple occupier.</p> <p>Exit payment time-frame needs to be of a realistic length. Considering a resident does not 'own' the bricks</p>
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							<p>and mortar of their respective unit, only the right to occupy it, the owner of said unit therefore remains as the operator. In simple terms that should require a guaranteed buy-back as the operator never relinquished ownership of the 'bricks and mortar'.</p> <p>Staged exit payments would/could also alleviate initial financial compromises, for some departees. Proposal: 20% value paid upon unit being vacated, with further regular payments of equivalent percentage value over the forthcoming 12 to 24 months.</p> <p>The Right to Occupy purchase price is obviously based on some form of value of the unit purchased, as there is no "actuarial" assessment amount involved with each and every prospective purchaser. Therefore, would it not be prudent to consider a sharing arrangement of any possible capital gain upon resale or re-purchase of vacated</p>
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								units – 50/50 or 40/60 or 30/70; after the requisite exit payment has been deducted from the new independent value.
110355551	Yes		No		Yes			
111128401	Yes		No		Yes			
110211651	Yes		No		Yes	Yes		Clarification on "Liability for Repairs" particularly on those assets which residents do not own, e.g. oven, hob, dishwasher, water heater, range hood, heat pumps etc.
110156101	Yes		No		Yes			I believe that certain retirement villages use the vulnerability of the old to their advantage
111340151	Yes		No		No	Yes	The complaints procedure to cover advocacy and what to do if the directors and management take away your independence	I would like to see 1 month of fees only after vacating the premises
110164551	Yes		No		Yes			While I do not have a problem myself personally, a review would be helpful for others who do have problems.
110563151	Yes		No		Yes	No		My wife and I are recent occupants, as of last August, in a villa in the [REDACTED] complex of [REDACTED] in [REDACTED]. As we are both 80 this

							<p>was a good option to consider after selling our large home & garden and being unable to secure a smaller easy care property on what was rapidly becoming a rampant property market. My background as a retired (but still partly active as a consultant) Registered Valuer and Real Estate Agent gives me a reasonably sound background to make a few comments on a proposed review of the sector and its controlling legal frameworks</p> <p>Firstly, we found the process of acquiring our villa extremely amateurish, messy. and necessitating us to become very pushy to get sensible answers. It happened that 3 villas became available in a 7 year old section of the village off [REDACTED], which we preferred, itself very unusual in that the last sale was many months earlier. It took a great deal of questioning to even be given the 3 addresses for an external visual view. Then to get inside any of them we had to be even more persistent. Why not? Because they need clearing, refurbishment. cleaning etc etc admittedly slightly complicated by Covid. When we</p>
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								<p>did, by further personal visits to the complex Manager, get inside the units with the Manager at fear for her job allowing it, we made an instant choice and asked for the paperwork. When initially told of the 3 units we were also told of a long list of buyers? After getting a viewing and decided I asked how many prospects were in front of us to be advised none as no one else had seen them. As a property marketer, that raises a long list of questions about the total process! Suffice it to say it took another 8 weeks before we gained access with the former occupier's Estate carrying the can! The other units that had become available suffered the same fate with new Licensees arriving sometime after us! The main issues are that licence holders or Estates have no say in the Mickey Mouse sale process or in the decision to refurbish, including such thing as re-carpeting a villa when cleaning of 7 year old carpet was all that was required. Why cannot licensees employ their own agents to sell? Also of interest is how the asking price was arrived out, which I was unable to ascertain. This resale process is not fair and heavily</p>
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								<p>pitched in favour of the complex owner to the detriment of licence holders & estates.</p> <p>Secondly, The fact that one is unable to negotiate any terms that would reward those people taking up an occupation licence, withat least a portion of the capital gain in a continuing rampant real estate market is morally indefensible. Villas like ours, siting alongside adjacent freehold properties that have gained over 30% in value since we moved in 7 months ago, reap that reward themselves whilst we are faced with a 20% capital depreciation instead of a greater appreciation. To allow at the very least 50% and probably more justly 65%, of any assessed capital gain to be passed to the occupier, is morally right. Particularly if a more equitable and just marketing system, more allied to the general property market was put in place.</p> <p>Thirdly. Already in our short time in this village we have been made aware of long festering, unresolved complaints, often to do with gardens about the 33 villa units, or not appropriate recreational</p>
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							<p>facilities for villa occupants, or lack of interest from management in resolving minor issues that become major ones! Managers, we accept, cannot be all things to all people but we see people with nursing or aged-care backgrounds being asked to deal with matters they are ill equipt to do like dealing with gardens & lawns or selling villas on the best terms possible for a fair price or advising intending buyers (like telling us that we would get a rates rebate as the whole complex has an overall rate, which was rubbish!).</p> <p>Finally we agree that this Review is overdue, timely in terms of what is happening in the total property market and the undoubted appreciation in market worth of retirement complexes on that score alone, and from the point of view of the inefficiencies in the resale, refurbishment and timely roll over of units to a generally long and keen market, which will persist as we age longer showing continuing demand strength for this sector.</p>
110258251	Yes		Yes	Reference to maintenance and repairs of villa especially some internal fittings in the older	Yes		<p>This review is timely and very necessary as the NZ population ages and more people choose this type</p>

				houses. e.g hot water cylinder elements and heating systems which the village I reside in regards as the responsibility of the resident. Hardly fair when they are over 20 years old.				<p>of home for security and safety.</p> <p>ORA's are unclear and the legal fraternity are not always familiar with current legislation and exactly what it entails. Purchasers usually have experience with the buying and selling of homes but this is a whole different ball game and at present because of the rampant housing market we become virtual prisoners because of the capital gain structure. The check list that was part of the Consumer report should be mandatory. Owners are not going to always state the pitfalls and in fact it is their best interest not to. The Consumer report was written in an easily understood manner and should be applauded and certainly used as part of the discussions taking place around a very necessary and essential change of the law.</p>
110420301	Yes		No		Yes			
111280251	Yes		No		Yes			Excellent changes and proposals.
111032901	Yes		No		Yes			The current situation strongly favours the Owners of the Retirement Villages. I believe the recommendations of the RVRANZ should be supported. The 'no

								capital gain' issue is definitely in need of review. The current circumstances mean that after several years in a Village, if you need to sell to move into a care facility you may not be able to afford to. Although the care facility room would be of far less value than the unit you would be leaving, due to 'no capital gain' a person still have to pay a large sum to move from a much more expensive home to the care facility - and many would not be able to afford this. This is incredibly unfair. I believe that the capital gain should be applied and that a DMF of whatever the % you agreed to when entering the Village could be applied to that capital gain - thus both the resident and the Company would have benefit fairly.
11055730 1	Yes		No		Yes			
11137825 1	Yes		No		Yes			No
11109490 1	Yes		Yes	Clarity of responsibility for 'operators' chattels' Staffing ratios	Yes			I support the points made by the Retirement Village Residents Association NZ.
11017840 1	Yes		No		Yes			

11049175 1	Yes		Yes	<p>Disappointed that the White Paper did not include a recommendation that the LTO model allow for the lease to mandatory include a transfer thereof to any other unit of lesser value(based upon first entry date) within the complex. Accepting the LTO holder may (if applicable in the LTO)need to be responsible for the refurbishment costs on both the original unit and the subsequent dwelling .</p> <p>Also the transfer from a unit to an apartment (serviced or unserved) within the same complex is not well explained in the report. It appears by raising the Health and Disability issue confusing what is an unconnected and separate issue with no connection to H&D / care suites/ care facilities etc.</p> <p>Also the issue that needs robust debate is the LTO model that effectively transfer wealth from the "Family" estate to Company Shareholders. A greater share of asset growth</p>	Yes		<p>Review of the Retirement Villages operating legislation is well overdue and it is pleasing to see the Retirement Commissioner's Office finally addressing this issue on behalf of our senior New Zealanders. Keep up the good work.</p> <p>(It would have been helpful if relevant attachments could have been send with this submission but that does not appear to be an option?)</p>
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				needs to be shared between the two parties in the LTO model.				
110064251	Yes		No		Yes			Just to congratulate all those people involved for bringing these concerns to the fore. Well done and thank you.
110819951	Yes		No		Yes			Time this was done
111369301	Yes		No		Yes			No
110756451	Yes		No		Yes	No		Government is neglecting the needs of the elder person and needs to address these issues.
110118251	Yes		No		Yes	No		
111410851	Yes		No		Yes			
111658151	Yes		Yes	A trust fund should be established by Operators to enable Units to be repurchased & refurbished by the Operator as soon as vacated by the Resident(s). The Trust Fund could be funded from the Deferred Management Fee which is charged by Operators at the time of purchase.	Yes	No		
111790251	Yes		Yes	1. As well as exterior maintenance, interior structural items eg. Plumbing, Hot Water Cylinders, Electrical Wiring and Fittings, and village	Yes	No		

				<p>owned chattels eg. oven, dishwasher etc. should be maintained by the Operator.</p> <p>2. The cost of resident paid structural additions to the unit eg Solar Heating and Pergolas / Conservatories should be added to the purchase value of the unit for reimbursement on vacating.</p> <p>3. A satisfactory formula for sharing of Capital Gain should be included in all LTO's / ORA's including retrospectively.</p>				
11181995 1	Yes		No		Yes	No		While we signed contracts agreeing to forgo any inflation in property values, no one could have predicted the huge difference that has occurred in the last ten years. This difference has severely limited options for many moving forward.
11143645 1	Yes		No		Yes			I know we signed on dotted line but when it all sinks in you see the unfairness of the buy back
11212100 1	Yes		No		Yes			Regarding the resale and buyback issue, could this cover residents with existing contracts or just future residents?
11208055 1	Yes		No		Yes			Thanks for all you are doing for the rest of us

11151300 1	Ye s		No		Ye s	No		
11156625 1	Ye s		No		Ye s	Ye s	Make hospitals, service flats, and assisted accommodation mandatory	I thought [REDACTED] presentation was superb
11146770 1	Ye s		No		Ye s			
11158290 1	Ye s		No		Ye s			
11144440 1	Ye s		No		Ye s	No		
11146360 1	Ye s		No		Ye s	No		Waiting to get the results
11143110 1	Ye s		No		Ye s	No		
11154630 1	Ye s		No		Ye s			I am impressed with the work that has gone into this White Paper
11186040 1	Ye s		No		Ye s	No		
11200095 1	Ye s		No		Ye s	No		
11152300 1	Ye s		No		Ye s			Change is long overdue.
11152090 1	Ye s		No		Ye s	No		
11143770 1	Ye s		No		Ye s			
11146970 1	Ye s		No		Ye s	Ye s	The conditions under which a resident , (through no fault of their	No

							own) must vacate their accommodation are too heavily weighted in favor of the operator. If the [REDACTED] can allow residents to share in the capital gain on cessation other operators should also be required to adopt this policy.	
111593351	Yes		No		Yes			It is imperative that the White Paper conclusions be implemented, with Government agreeing also.
111938701	Yes		No		Yes			
111484551	Yes		Yes		Yes			
111388551	Yes		No		Yes			No accept to say that it is time this legislation was tidied up
111701901	Yes		No		Yes			Long Overdue
111697551	Yes		Yes	The time lag between vacating a villa and recouping the sale price is still a problem.	Yes	No		No.
111435151	Yes		No		Yes	No		
112109701	Yes		No		Yes			

11143540 1	Yes		No		Yes	No		
11145665 1	Yes		No		Yes	No		<p>1. There must be a standard formula for all retirement villages to provide a percentage of capital gains to be given to the individual, or estate, of the occupier when a property is vacated. Under the present system, the occupier is hit with a double loss - ie. a percentage loss on the entry price and no capital gain in many villages.</p> <p>2. Monthly service fees need to be fixed on entry or at least be limited to increases in the cost of living index</p>
11207235 1	Yes		Yes		Yes	Yes		yes as housing has appreciated varestly over last 5-6 years we should be able to benefit, The amount of discount we loose at settlement (could very) should be off the new appreciated value of the apartment after refurnishment cost I think this would be fair
11171190 1	Yes		No		Yes	No		I would like to see an up date of the asset levels. An asset level of \$230,000 for a House, Villa or Apartment is unreasonably low. My mother-in-law will have to take out a reverse mortgage on her apartment with a value of \$270,000 with [REDACTED] or down grade to a

							smaller studio and reduce her assets before she can get financial assistance from the government. Just another complication that is difficult for a 90 year old.
111765907	Yes		Yes	<p>Over the course of the last 8 months we have assisted two family members navigate the move into retirement villages. In both cases the counter party was [REDACTED], for one family member in [REDACTED] and for the other family member in [REDACTED].</p> <p>We had significant issues in reconciling the statements made by both [REDACTED] staff and the [REDACTED] marketing material, with the actual provisions of the ORA. This particularly related to:</p> <p>The financial consequences of a transfer (for example as a family members' health or support needs change),</p> <p>The terms relating to the second layer of deferred management fee that the</p>	Yes	No	

			<p>██████████ ORA states may be applied (note this is separate to the amount determined on the initial move into the village, there is no credit from the first DMF in relation to the second DMF if it applies) and in particular trying to understand and quantify what that second DMF charge may be.</p> <p>The Disclosure Statement was very unclear as to whether, beyond the serviced apartment offering, the village would have any care offering that did not attract the second layer of DMF.</p> <p>We have outlined our more detailed comments on the above issues below:</p> <p>Financial Consequences of a transfer</p> <p>The terms of the ██████████ ORA that apply to a transfer are as consistent with those</p>				
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			<p>outlined in the consultation document, in that the resident is required to enter into a new ORA, with a reassessment of the licence fee (and DMF) also being triggered at that time. We queried this with</p> <ul style="list-style-type: none"> - as we were concerned about whether our family member's financial resources would be compromised in this situation. We were advised by - (through our lawyer by email) that 'in practice - will not ultimately) charge any additional licence fee in relation to a 'needs based transfer' and that the additional licentious fee amount (if any) would be written off. This 'in practice' position statement does not reconcile to the terms of the ORA and we question why it is that - apparently adopt this 'practice' that is not reflected in the ORA document. This issue becomes heightened as property prices increase or if the time between the initial ORA and the subsequent 				
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			<p>transfer lengthens. We will need to seek to enforce this practice (and refer to the assurances we were provided) should the issue arise for our family members - this is not a comfortable position to be in and we also question how the situation will play out for other residents or their families who do not have the wherewithal to try to object to the ORA position if it is advanced by [REDACTED]</p> <p>2. Second Layer of Deferred Management Fee</p> <p>The [REDACTED] ORA now provides for a second layer of DMF if a resident moves into a 'Care Suite' The DMF is said to be 12.5% of the licence payment of the relevant offering at the time of the transfer (so some time in the future). We had the following exchanges with [REDACTED] in relation to this additional DMF.</p>				
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			<p>The [REDACTED] sales person advised us by email “ there is no second DMF, it’s that simple!’</p> <p>A [REDACTED] lawyer who we contacted directly (as we were struggling to get responses through our lawyer), advised us that [REDACTED] was ‘future proofing its contract’ and that it had not yet decided what offerings it would apply the second DMF to, other than the memory care suites (which they said it would be applied to).</p> <p>[REDACTED] was not able to give us any guidance on what that second layer of DMF may be, because in the case of both villages, only independent living units are currently available, let alone a price that will need to be determined in the future.</p> <p>Where this leaves us is that our family members may be</p>				
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			<p>exposed to a significant additional DMF charge in the future that cannot be quantified at the time they entered into the ORA.</p> <p>3. Future Composition of the Village and potential application of the DMF:</p> <p>The Disclosure Statement and Summary of Key Terms for both villages were very unclear about whether there would be any care offering in the village that did not attract the second layer of DMF. For example in the summary of Key Terms, Current Care Options for the Te Awa Village and in response to the statement: Do you currently offer standard aged care rooms i.e. where there is no requirement to pay premium room charges or purchase an ORA? The response is “none currently available”.</p>				
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				<p>We queried whether the “none currently available response’ was because the village is under construction or whether all of the offerings will be ‘care suites’ and therefore subject to the second DMF.</p> <p>The response from [REDACTED] was to refer us to the Clause 1.1 of the Disclosure Statement (para 1.1) which refers to a Care Centre offering ‘rest home, respite and hospital care.. (as well as dementia...). ‘</p> <p>The ORA provides that the second DMF is charged in relation to ‘ Care Suites’. The term ‘Care Suite’ is essentially defined as a room within the care centre that is capable of being occupied by a resident under an ORA.</p>				
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			<p>The point of the above comments is to note that the potential for a second DMF and the circumstances under which it may arise, as well as the potential second DMF amount are unclear and this lack of information is at best unsatisfactory or at worst, misleading.</p> <p>We also note that both [REDACTED] and [REDACTED] refused to provide copies of their ORAs or Disclosure Statements in advance of signing up/paying a deposit. nor did they advise us that the documents are available through the companies office website (we eventually found this out independently). The ease of availability of these documents is important to allow potential residents to compare what the various operators offer. It is worth noting that the documents are not easy to find on the companies office and it would be good to publicise their existence and provide</p>				
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				easy links through to that site to make the documents more accessible.				
111393951	Yes		No		Yes			
111509401	Yes		No		Yes			Nope
111471001	Yes		Yes	there are more but i have forgotten at the moment	Yes			
111549851	Yes		No		Yes	No		I value the chance to be involved in how retirement villages are run, as it is a growth industry and the commodity is older people who through this organisation have a voice.
111729301	Yes		Yes		Yes	No		
111470051	Yes		No		Yes	No		
111480301	Yes		No		Yes	No		A bit more fairness when the resident passes in respect to refunds and payment to executors of Will.
111476201	Yes		No		Yes			Payment in full should be made on the 15th of the month following complete vacation. Consideration should be given to changes affected by the resident that enhances the capital value of the accommodation.
111669751	Yes		No		Yes	No		

11155250 1	Yes		No		Yes	No		<p>I was not aware that I would have to pay to repair or replace appliances that were part of the apartment I bought. It would be nice if the family could get some capital gain but I bought the apartment aware that I wouldn't get that and I would lose 30 percent.</p> <p>I feel very lucky to live at [REDACTED]. I feel some of the villages are too big. Thanks [REDACTED]</p>
11140095 1	Yes		No		Yes	No		No
11145880 1	Yes		No		Yes			
11192165 1	Yes		No		Yes			
11148595 1	Yes		No		Yes	No		no
11151180 1	Yes		No		Yes			The issue of continuing to pay outgoings with no recourse on time delay for the Village to resell a Licence to occupy, must be resolved!!
11143500 1	Yes		No		Yes	No		No
11146265 1	Yes		No		Yes	No		
11144775 1	Yes		No		Yes	No		Not at this stage

11159290 1	Yes		No		Yes	No		
11188910 1	Yes		No		Yes	No		
11186605 1	Yes		No		Yes	No		
11145825 1	Yes		No		Yes			<p>I wish to suggest the following,</p> <p>Appoint a commissioner for the villages, organise training for managers, share the capital gain owners and residents, all interior electricity, plumbing, and appliances owned by the village replaced or repaired at their cost. Restrict the time for selling and the monthly payments for houses unsold. It is not fair that residents of second or third occupancy should pay for or replace used ovens, stove tops, air pumps, hot water cylinders or garage openers. At present the general rules of the villages seem stacked against the residents. There should be universal legal conditions for all villages to protect the residents. Thanks for the opportunity of writing. [REDACTED]</p>
11147105 1	Yes		No		Yes			No
11145135 1	Yes		Yes	Too many to mention	Yes			This review is long overdue. The present legislation is very unfair on residents with little ability to

								complain without tremendous stress and expense. Conditions are changed without any consultation eg allowing othet village's residents to use facilities that have been paid for by the original village residents. not providing Christmas and other food services over long weekends though the residents have paid for a restaurant and cafe to be built
11156245 1	Yes		No		Yes			Hope to have a fair and favourable result
11156885 1	Yes		No		Yes			
11139580 1	Yes		No		Yes			It is time that this legislation and the Village Operators move into the modern age and see their residents as their customers that need to be looked after instead of just being a source of money and profits.
11152380 1	Yes		No		Yes	No		Go for it
11145340 1	Yes		Yes		Yes	No		We Feel That everything is Covered
11158045 1	Yes		No		Yes			
11207505 1	Yes		No		Yes	No		I think you are doing a great job keep working for us retirees
11152285 1	Yes		No		Yes			unquestionable requires over haul as much is stacked against residents.
11139665 1	Yes		No		Yes	No		

111388201	Yes		No		Yes	No		
111509551	Yes		No		Yes	No		
111451701	Yes		No		Yes	No		Keep up the good work
111549751	Yes		No		Yes	No		
111965501	Yes		No		Yes			
111532851	No	Resale timeframes and service fees; moving from a housing to a caring facility; and early payment to family or resident on moving or death need addressing and clarifying. Also the affordability of moving into care if as as in my village you entered a house at 55 and needed to go into care at 95. 40 years on would make your purchasing price useless for the care/room you needed, but the village would reap the rewards of	Yes	As above, these are needing addressing to protect residents.	Yes	Yes	As above.	Thank you for seeing the need to undertake this survey.

		capital gains when it sold your house at the current market rate.						
111626801	Yes		No		Yes	No		No
111660351	Yes		No		Yes	No		
111466301	Yes		No		Yes	No		
111643151	Yes		No		Yes	No		Not that I know of
111750401	Yes		No		Yes	Yes	Having paid for the right to occupy and taking into account the amount we pay monthly, I believe what we were advised at the start of our tenure should still hold true - the Villages are still making a good profit, I feel, without making occupants pay for what were once part of the 'deal'	
111455501	Yes		No		Yes	Yes	Transparency and how GST is handled.	
111560201	Yes		No		Yes			Cessation of weekly fees immediately on exit and improvements to the

								resale/buyback process are needed to give a fair go to residents.
111478551	Yes		No		Yes	Yes	The holding of funds on death of a deceased persons entitlement longer than 3 months.	Deals being made for new owners should be only be made if the bereaved family is told about it and agreed.
111397151	Yes		No		Yes			
111918101	Yes		No		Yes	No		
111441251	No	There hasn't been adequate consultation with residents and their families	Yes	The inequity issues have not been addressed adequately	Yes	No		Legislation needs to be urgently reviewed. Eighteen years is far too long without review, and it advantages the owners at the expense of the residents.
111453551	Yes		No		Yes	No		I think a part payment of the profit made on unit .Basic repairs to utilities in the unit should be paid for free by owners.ie taps,stove,plumbing,lighting,etc. not by resident.
111893351	Yes		No		Yes	No		
111406701	Yes		No		Yes			
111575401	Yes		Yes		Yes			Maintenance of internal items owned by the operator. The conditions imposed by the ORAs could be compared to those of a rental property. The Tenancy Act of 1986 dictates that landlords

							<p>are responsible for the maintenance of the property they own.</p> <p>Tenants of rental units have more rights re maintenance and return of bond.</p> <p>Deferred management fee (dmf).</p> <p>o Commonly this fee (described by the chairman of the RVA as “rent paid after occupancy”) is charged at the rate of 10% per year for the first 3 years of occupancy....a few villages charge less and over a longer period.</p> <p>o The average occupancy throughout NZ is now 7 years so surely that figure should be used in the formula instead of 3 years (or 5 etc.).</p> <p>• Valuation system.</p> <p>o The system used for valuing retirement units for the sale of ORAs appears to treat units as freehold homes.</p>
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								<p>o Since it is not possible to for a resident to actually own their unit, it is suggested that a more realistic value would be either lease-hold or rental value?</p> <p>• Sales admin. fee.</p> <p>o Older contracts have a clause which requires outgoing residents to pay a fee of 2% of the price the unit re-sells for.</p> <p>Since the resident (unless by prior arrangement) does not enjoy any capital gain on a sale nor has any control over the sales process, charging this fee is inequitable.</p> <p>• Capital gain – sharing? To be fair, if an ORA contains provision for the sharing of any capital gain, the resident must be prepared to share any loss as well..</p> <p>• Return of capital – exit payment.</p>
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							<p>Owners never have to touch their own capital – “ponzi” scheme – the exit payment is made using part of the new resident’s payment for the unit.</p> <ul style="list-style-type: none"> • The return of capital (exit payment) should have a definite time limit. <p>Commonly the settlement time for entry into a retirement village is 3 months (90 days) so the return of capital (exit payment) should have a similar time limitation.</p> <p>Since any delay in this payment disadvantages the resident it is suggested that this payment is required to be made “upon settlement of the unit on a new resident or 90 days after the original resident has vacated the unit, whichever comes first”.</p> <ul style="list-style-type: none"> • Penalties for delayed refurbishment: non-continuous work. Could delay sale to new
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								<p>resident and therefore the exit payment.</p> <ul style="list-style-type: none"> • Slow or non-correction of deficiencies in units when resident takes occupation. Operators are notoriously slow to rectify deficiencies so to ensure prompt attention to this aspect, perhaps the resident could retain a percentage of the ORA payment until satisfied that the unit is 100%: it is suggested that 5% would create the incentive. • Need to accurately define “refurbishment” for older ORAs....not to include significant renovation or major upgrade. <p>Best defined as “returning to condition at commencement of occupancy”.</p> <ul style="list-style-type: none"> • The need for refurbishments at all needs to be examined. Units which have had short occupancy and are
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							<p>in pristine condition may only need minor cosmetic work – NOT major changes.</p> <p>Huge wastage occurs when pristine units are unnecessarily “gutted” and reworked.</p> <ul style="list-style-type: none"> • Progressive refurbishment should be considered, especially for long-term residents. Set a reference of say 15 years as the time for refurbishing such things as carpets, wall coverings, heat pumps and other items which wear or deteriorate over time. <p>This time frame would probably equal that of owners of normal residences.</p> <ul style="list-style-type: none"> • Ancillary items (conservatories, heat pumps, under-bench water heaters etc. and including changes to the unit...ranch-sliders etc.) which have been approved by management and installed at the residents expense should be fairly
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								compensated for in the final settlement.
111436151	Yes		No		Yes	No		I believe intending residents before become a resident, should be made aware of the unwritten rules that the operators apply. le all repairs internally are the residents responsibility, stoves, hw cylinders, toilet cisterns, electrical etc.
111568501	Yes		Yes		Yes			
111506801	Yes		No		Yes	No		
111709301	Yes		No		Yes	No		NO
112059251	Yes		No		Yes			I feel that in general, village operators are primarily looking at profit over care
111436101	No	It does not take the good with the bad	Yes	It fails to make the good with the bad and that money picked up is used to save in other areas.	No	No		No
111585601	Yes		No		Yes			
111448651	Yes		No		Yes	No		
111674201	Yes		No		Yes	No		
111955801	Yes		No		Yes	No		

11146300 1	Yes		No		Yes			Retirement village legislation and Code of Practice must be made considerably more resident-oriented.
11242245 1	Yes		No		Yes			The entry age to retirement villages should be no higher than 65. You need younger fitter residents to run the various activities.
11216030 1	Yes		No		Yes	No		No
11289580 1	Yes		No		Yes	Yes	Under ORA normal wear and tear and repair and replacement of chattels should be to operator's cost.	When moving into care, either rest home or hospital, prevent operator charging for 'premium' rooms. In this day and age, all rooms should be 'premium'. Family can feel pressured into paying extra.
11271045 1	Yes		No		Yes			No
11221010 2	Yes		Yes		Yes	No		
11279480 1	Yes		No		Yes			We agree with the thrust of the article in Consumer issue 607 February/March 2021.
11281310 4	Yes		No		Yes			<p>Thank you for this opportunity to contribute our views to the review of retirement villages,</p> <p>My wife and I have considered moving into a Retirement Village on two previous occasions. Once in [REDACTED] in 2015 and the other occasion more recently in [REDACTED], late 2020.</p>

							<p>We are both formerly farmers and hospitality owners in our late 70's and are now retired.</p> <p>On both occasions we recognised the wonderful opportunities this would initiate and became extremely excited at the prospect of the security, support, and companionship, this would provide besides all the other virtues of such a move,</p> <p>However, on both occasions we became extremely nervous about the prospect for several reasons.</p> <p>On our first occasion, an unexplained reluctance to furnish us with a copy of the ORA and when it was evident there was some difficulty in answering some of our queries regarding the conditions of exiting the village. This made us particularly nervous and we then decided not to proceed.</p> <p>More recently, the hype surrounding the virtues of life in a RV are very well promoted and again this year we became very keen at the prospect of moving to a</p>
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								<p>RV only to be dissuaded by several reservations, the main ones being -</p> <p>1. The lack of clarity on several extremely basic aspects of the ORA terms pertaining to exiting the RV when the time comes. Our observation is that currently most of the ORA's are more about what they do not say – rather than what they do.</p> <p>2. To insist that you have discussed the terms of the ORA with your solicitor before being granted permission prior to taking up residence, does not instil any confidence in the operator who has clearly sought to indemnified themselves from the prospect of any redress.</p> <p>3. The other major concern we had was the terms contained in the village operators rules which needed to be signed as a condition of entry. Included in this document was a stipulation that after 90 days we, the occupiers, would assume</p>
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							<p>the complete responsibility for the maintenance of all the electrical equipment in the unit.</p> <p>This we considered to be more than a bit rich as on one hand we were entering into a Right to Occupy arrangement in a fully furnished unit and then asked to maintain the equipment. They chose and installed the equipment and were technically the owners, and we were merely the occupiers.</p> <p>The ongoing saga of the entitlement to any appreciation in value of the unit will go on for ever unless Government can introduce some form of regulated guidelines. In most cases the Village operators are in an extremely lucrative situation, and if this is deemed to be fair business practice or simply some form of abuse of a terminal situation is questionable.</p>
112328251	Yes		No		Yes		
112431551	Yes		No		Yes	No	<p>An Industry that is in chronic need of an overhaul. As it stands it is all geared to be at the benefit of the Retirement Village Owners. All one sided in every aspect. I want fairness on both sides.</p>

11292625 1	Yes		Yes	I see the need for all residents of an retirement establishment to be given the opportunity to have the ORA discussed and explained. Clauses, Laws have altered and residents age and refreshing becomes necessary.	Yes			Only when a management, regardless of structure can vouch that all their residents have had this overview can 'WE' be confident that any national body should act on our behalf. thanl you
11272580 1	Yes		No		Yes			I feel the villages are a business and they should have a constency fund. So if an owner becomes ill and needs to go into care or wish to sell they should be able to get their money immediately. They should not have to wait until the Reitirement Village sells on behalf and continue to pay maintenance fees until such time it sells. This makes things very difficult for an elderly person to move on in ill health. My parents were never advised of this prior to purchasing in the village by the salesperson or their solicitor.
11235920 1	Yes		No		Yes	No		1. Compulsory double glazing should be carried out in all older accommodation e.g.villas flats and apartments. 2.Car garaging should not be charged when an independent resident (with a garage)moves to a serviced apartment.

11249335 1	No	<p>Why people enter into ORA agreements could be made more clear in the paper. Particularly given the financial commitment they make when entering one. What other options are there for people that meet those needs.</p> <p>Neither does that paper address the business model of the operators in any detailed way. Eg While operators are developing new villages the resident's ORA payment fund the development and enable the developer to borrow against that capital. All the while the operator increases its asset base and the resident gives up theirs. The operator provides</p>	Yes	<p>Aside from the implications relating to what is said in Q1. There is a need to consider the benefit of enabling a variety of village styles. New Zealand has several very large operators which have grown a very large asset base and build very large villages. But there are also smaller boutique style villages which may find some of the suggested solutions to the issues identified hard to accommodate with smaller resident numbers. It is not unknown for villages to change owners soon after the development stage is completed. Given residents have no rights over who might buy their ORA, (while there is a weak responsibility to consult). In the same way as vulnerable workers can be disadvantaged when a business is sold residents can be disadvantaged when their village is sold. The promises of the out going owners may not necessarily be kept by the incoming owners.</p>	Yes	No	<p>I agree with the recommendations in the white paper. In particular, that there needs to be consideration about how</p> <p>The residents' interests are being protected. They give up hundreds of thousands of dollars in consideration for their accommodation with no advocacy if things go wrong.</p> <p>The role of the Statutory Supervisor. Presently it is unclear and in some ways deceptive. They really only ensure deposit money is not stolen, that residents common interest is considered in the event of the village being wound up and monitor the operator's compliance with regulations.. They do not advocate for residents during the process of a sale or during a time when residents are at odds with the operator, whether individually or as a community.</p> <p>Perhaps having a resident representative on the Operator's governance board might assist some of the advocacy issues innate</p>
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		<p>accommodation but with loss of control of the resident (eg no control over maintenance regimes), and resident is required to put right any "damage" or alteration with no reduction on the deferred maintenance payment. In this way the operator benefits from any "improvement" made by the resident. Whether true or not it can feel like the resident is camping at the will of the operator. This can also lead to the operation of the village to appear paternalistic and disrespectful.</p> <p>From when the residents move in</p>	<p>While mentioned, the needs of disabled residents are in my experience not well thought out in even new facilities. For instance, while the provision of hand rails and wet area ablutions may seem an easy fix, they were only provided at the residents cost - and that cost included having to pay for retro fitting fixing points strong enough to make the hand rails properly usable, and were only provided with the proviso that the resident will make the changes good on vacating. Meaning if the next resident needs handrails or a wet area ablution area they will have to pay again.</p> <p>Also the internal design appears not to consider the room needed for turning a wheelchair or walking frame.</p> <p>The facilities for disabled residents, whether they enter with a disability or the disability</p>			<p>in the model currently being used under the Act and Codes. Or some way that residents can buy into the operation of the village they live in.</p> <p>I have been living in a village for a year now, it has been a hard year not just with COVID and adjusting to a new home and way of life but also coming to terms with the actual realities of having an ORA. While I had legal advice, that encouraged my decision to enter into an ORA, I feel now that a more devil's advocate regarding my decision might have been more appropriate.</p> <p>That said, the village I am in has a nice feel, the people are nice, management and staff are earnest, and my home is pleasant, so far so good.</p> <p>Heaven knows what I will do if I or my spouse need to go into care however, the capital I have left will</p>
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		<p>whether or not the development is complete they pay a weekly fee toward the operation of the village. Often that is reduced while development is in progress, but it does provide a known income to meet expenses for the operator.</p> <p>Also the relationship of the operator and the resident in regard the provision of services is complicated. Eg the resident cannot "fire" the operator without losing their accommodation if they are not happy with the standard of services provided, the operator can appear to assume the needs of a resident and</p>		<p>occurs after they enter the village can be or can become severely restricted. Eg while a pool is often a draw point, if a resident cannot use the pool at very least its upkeep is still part of the cost to the disabled resident. The same can be said of hobby sheds, garden areas and other facilities that maybe inaccessible to disabled residents, including toilets in common areas.</p>				<p>not stretch into buying into a care facility for one of us while the other lives in the village.</p> <p>Thank you for the opportunity to comment on the white paper and provide some suggestions for improvement. Hopefully as the process continues an improved policy and legislative framework will be the outcome. One that is overall fairer to residents financially, meets their living needs, ensures they are respected and allows operators (big and small) to have a reasonable business outcome.</p>
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		therefore appear patronizing in providing what is good for residents. While residents pay a big portion of the operating costs the operator has complete control of the decision making both in regard to governance and day to day matters.						
113268051	Yes		No		Yes			
112188601	No	We live at [REDACTED] have not been canvased	Yes	No share of capital gains, no time frame for pay out of capital, after vacated.	Yes	Yes	Urgent review of 17 yrs old Act 2003 required. Presently code 2003 favours owners not residents.	Urgent review of code of practise, Required strong consumer protection
112269101	Yes		No		Yes	No		the issues need to be resolved as quickly as possible - not dragged on and on for months and months.
112468501	Yes		No		Yes			
112481301	Yes		No		Yes	No		
112895001	No	Continuing policy review to update and clarify the Act and Code of practice to ensure there is a	Yes	There needs to be a simpler version of the Occupations Rights agreement (ORA) provided to those who take on an ORA.	Yes			

		<p>balance between operator control and residents rights.</p> <p>I am a resident at the [REDACTED] in [REDACTED] and have an ORA and I think there should be some clarification for this type of retirement complex compared to the license to occupy villages.</p>		<p>Concern about increasing weekly/monthly fees continuing in an upward spiral making it untenable for long term owners.</p> <p>There is no provision for a specific timeline for the sale of a unit, therefore the vendor of a unit is liable for fees attached the unit for an indefinite period of time. There is provision for any fees attached to the unit to be reduced by 50% six months from the time the unit was vacated, there is no restriction on the time this can continue for.</p> <p>The role of the Statutory Supervisor regarding complaints from residents needs to be clarified so that complaints can be dealt with fairly.</p>				
112658451	Yes		No		No			<p>Important issues for residents center</p> <p>around payback times, extended fees</p> <p>after termination, and share of</p>

								capital gain after having given a percentage to renovate said residence.
11219855 1	Yes		No		Yes			
11290895 1	Yes		No		Yes			Capital gains should be shared with owners or their dependants.
11231555 1	Yes		No		Yes			
11255770 1	Yes		Yes	What is the legal relationship between a Retirement Village and the Care Center on the same premises ?	Yes	Yes	An ombudsman to settle disputes between Resident and owner/operator is essential.	Heaps !
11215350 1	Yes		No		Yes	No		I'd like to see the establishment of a mediating body between residents (and advocates for residents) and operators to deal with small/minor issues and disputes in a similar way to which Utility Disputes work. Operator compliance and resolution outcomes should be mandated.
11248000 1	Yes		No		Yes			1`.Weeklyor monthly fees should stop when an occupant (S) dies .2. 2. The equity in a unit /apartment/villa should be paid out within a month or at the latest 3 months of when the occupant deceases or leaves.

								3.It would be very fair if some of the capital gain can be shared .Currently the operators make a killing (Say 25% to 50% of the gain be shared)
112512001	Yes		No		Yes			No
112876801	Yes		Yes	There have been periods of a flat housing market in the past ten years especially in rural areas and small towns. While there may have been conditional offers on units there have been months or even years when a unit has remain vacant. The size of the Village in these locations tends to be smaller and the sale price is informed by the local market. These Villages only make money during times of high capital gain. Such situations are out of the operators control. Interest payable, reducing capital gain or compulsory buy times will risk making these villages non viable and may force closure of retirement villages completely from some regions. There have also been times in these regions where there has	Yes			

				<p>been a negative capital return. If capital gain is shared then negative return should also be shared.</p> <p>Most Village residents are not concerned about capital gain as they won't benefit from it. They are more concerned about Village outgoings and the amount of disposable income available to them. The children on the other hand are concerned about capital gain as they see that as their inheritance. Any change to the rules around capital gain will most likely increase the village outgoing rate. This may in turn reduce ongoing affordability and make the cost of entry to the Village unobtainable for many people which in turn may make small villages in rural areas non viable.</p>				
112866951	Yes		No		Yes			<p>Part 6. Page 23. Weekly fees continuing after termination.</p> <p>I am pleased to note in your survey that 66% of 30 different villages, stop charging weekly fees on the termination of the LTO. I understand that [REDACTED]</p>

							<p>follow this practice.</p> <p>For the other 34% of Village Operators, there is no incentive to get on with the job of refurbishing vacant Retirement Village Accommodation and reselling it.</p> <p>They hold all of the “financial cards” as they keep charging the previous residents or estates the weekly fees.</p> <p>I firmly believe that the weekly fees should be limited to a maximum of 4 weeks after the LTO has been terminated.</p> <p>Congratulations on developing this very thoughtful White Paper and for setting out the options to improve the outcome for residents living in retirement villages.</p> <p></p>
11289895 1	Yes		Yes		Yes		<p>I would like to see Management taking a more Resident-centric approach to running Villages. One where residents are informed,</p>

							<p>consulted on and listened to and decisions are made between Management and Residents. Currently it seems that a hierarchy exists where Management make decisions and residents have to abide the decisions. A more co-operative approach would lead to better relations and a spirit of co-operation within the village.</p> <p>As regards termination terms, I believe that all village fees should stop on the day of termination, and the resident be paid out on that day. It concerns me that some villages cannot afford to do this, and I wonder at their business model that allows them to have debts that are outstanding sometimes for years. I believe that expansion of a village takes place at the expense of ex-residents or their beneficiaries whose money is being used, without interest being paid. Currently in most villages, residents do not benefit from the capital gain which is another point up for discussion.</p>
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								I would like to see the Act re-written and all Occupational Rights Agreements, back dated and changed to recognise a new set of rules.
112906501	Yes		No		Yes	Yes	Some Villagers pay too much to refurbish their vacated flats	The Govenment Minister needs to visit as many Vlaages as she can!
112661751	Yes		No		Yes			<p>While my wife [REDACTED] and myself (86) are both reasonably healthy and happy looking after ourselves...in the 2 bedroom home unit...in the [REDACTED] suburb of [REDACTED]...we bought in 2013 and have subsequently up graded from "built in 1971" to "new build condition"...we do realise we may not be able continue in this way for the rest of our days...hence our interest in your White Paper.</p> <p>There is more to our interest than just our own future though.</p> <p>We were very much involved with [REDACTED] mother as she transitioned from looking after herself...just...at her home unit in [REDACTED] mid 2005...to a succession of visits to and from [REDACTED] Hospital due heart and leg ulcer</p>

							<p>treatment...mainly the latter.</p> <p>██████████ reasonable wish to move her to a rest home that could also treat leg ulcers lead us to carry out an extensive survey of every rest home in ██████████. The upshot was ██████████ was really the only one that could provide quality hospital care...and...they happened to have a vacancy when the need became dire. She eventually passed away after excellent care at ██████████ aged 82 mid 2007.</p> <p>Notwithstanding the care we have taken with our unit to make it possible to be our "forever" home...through being realists we are taking a great interest in what is being offered in both ██████████ and ██████████ insofar as Retirement Villages are concerned.</p> <p>We have the question...Should we stay here where we...through having Primary Intermediate Secondary and the Tech Institution within walking distance...are surrounded by young people...or...for example...move to ██████████ Retirement Village 10 min drive away where we'd be surrounded by</p>
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								<p>people as old or older than us? While it's an academic problem right now it is constantly on our minds.</p> <p>The background to this story is to offer ourselves to help you determine the best path for the future of not just Retirement Villages but Retirement in general.</p> <p>We do have a planning background by the way. [REDACTED]</p>
112142701	No	The White paper commences with what appears to be an assumption that the majority of retirement village residents appear content with their choice of living arrangements. Anecdotal at any rate this may not be correct. There is a great deal of difference between being scared into silence and contentment.	Yes	There is a significant power imbalance and information asymmetry between owners/managers and future residents which may explain why so many have signed up for very unfair contracts. The only way to overcome this market failure is for legislation to level the playing field. The white paper does not cover this issue with sufficient force.	Yes	No		Given the rapidly ageing population this is a very important issue requiring strong governmental action.
112248051	No	Residents have not been canvassed	Yes	The act 2003 urgently requires updating	Yes	Yes	Oras need investigation as the	The act 2003 requires urgent changes and the fees structure

							act and oras are written for owners and very little thought regarding residents	needs revising. Once vacating Villa there should be no ongoing fees and capital should be paid out not held until Villa is sold - capital gain should be shared
113310851	Yes		No		Yes	No		No thanks
112486001	Yes		Yes	The number of different types of retirement villages are varied and one size doesn't fit all.	Yes	Yes	I believe my answer in Q5 speaks to some of the issues	<p>There definitely needs to be in my opinion a much more user friendly version of ORA'S for prospective purchasers. I also feel that there should be much more attention paid to alerting would be purchasers regarding lack of personal choices as opposed to regulations laid down by the operators and no room for movement e.g. recent [REDACTED] [REDACTED] regarding a clock alleged to be sot suitable for their de'core. Also having to seek permission for any extra additions to be added to the unit/house.</p> <p>In my opinion I believe there needs to be one commissioner for retirement villages as opposed to three different umbrellas.</p> <p>It is not until one has made the transmission to living in a said village that an understanding of</p>

								some of the things I have mentioned above fully occur.
112939901	Yes		Yes		Yes	No		
112142951	No	Residents have not been canvased or relatives	Yes	- yes the Act 2003 urgently requires updating	Yes	Yes	Q4 - Ora's need investigation as the Act and Ora's are written for owners and very little thought regarding residents	the Act 2003 requires urgent changes and the fees structure needs revised. Once vacating. Villa there should be no ongoing fees and capital should be paid out not held until Villa is sold - capital gain could be shared.
112425851	Yes		No		Yes	No		My Husband [REDACTED] and I feel very strongly that the proposed payout of 50% of capital gain paid to the beneficiaries of the deceased estate should include ALL village residents agreements, whether they have signed under the old agreement or under the intended new agreement Sincerely [REDACTED]
112742001	Yes		No		Yes			Code needs to place more emphasis on staffing ratios, adequacy of staff, particularly at nights and weekends. Welfare assistance should be specified. Independent assessment of operators compliance with the code should occur regularly.

							<p>Ownership of "Operators Chattels" should be clarified, i.e. who pays for repair and/or replacement.</p> <p>Major issue is giving the resident or their estate a share in any capital gain .</p>
11340865 1	Yes		Yes	Could another family member move into the Unit once the licenced occupier has passed away and not incur the capital gain as NZ house prices are now so high.	Yes	No	<p>Licence to occupy are bad financial investments. Vulnerable Aged people enter these agreements and when they pass away, the Capital gain goes to the Company sometimes with unfair time frames to clean out and hand the keys in. The Whitepaper is timely and required to clean up out of date, unfair agreements favoured to the Company and not families following.</p>
11237260 1	Yes		No		Yes		<p>My parents, my aunt and her husband, and my wife's mother, have all been dazzled by the beauty and appeal of retirement villages, and have each bought licences to occupy which have been unfair and very disadvantageous. The first two couples said they didn't really read the fine print. Each thought that they had found their last home and never planned to leave, but due to changing needs, they did leave, with hugely reduced finances.</p>

							<p>Later, when my mother in law fell in love with her apartment, I read the fine print and explained it to her. She was upset and said, "There should be a law against it." But there isn't, and she bought it anyway against the protests of her family, because her friend [REDACTED] bought one - against the protests of her family. Because of laws meant to protect buyers, we had to pay a lawyer (actually two for goodness knows what reason) hundreds of dollars to explain to her what I already had.</p> <p>When my mother decided that [REDACTED] is the best of the bunch, I argued that they are all the same. But they are not. My aunt and mother are now happily living in [REDACTED] serviced apartments, and I freely admit that their financial structure is much more fair to occupiers. In fact I now recommend [REDACTED] to others. Their accomodation, facilities, staff and meals are second to none, and I believe that for a licence to occupy situation, no other operator matches their contract for fairness.</p>
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11216240 1	Yes		No		Yes			It appears that once we get all the buildings completed we receive less assistance from staff and management ie there seems to be less interest to offer any more help than they have to ??
11237785 2	Yes		No		Yes			<p>The units are not very sound proofed and this is very disturbing to our close neighbours. Loud base music or television is the usually the culprit and makes</p> <p>for many sleep disturbances. Peace and quiet for a good nights sleep is a must!</p> <p>Thank you for the opportunity to reply to your survey.</p>
11229130 1	Yes		Yes	Please see my comments at the end	Yes	Yes	We live in a village and are generally, very happy. For us and many others, the greyest area is that of who pays for what re maintenance. On any given day, you can get two or three different answers within the management team. Most of all, we would like this	Another question that has gone unanswered by our village. If you want to downsize or change units within the village and have been a resident for longer than the five year period where you lose your capital percentage proportion each year - do you have to lose that again on your next purchase. Apparently not, in our village, but we've never been given anything in writing to that effect. Also, we were told you had to front up with the full payment for next house, before your existing home is marketed.

						<p>sorted, universally, and a Governing body of some type appointed to oversee that this is being adhered to. There also needs to be much more clarification around the length of time involved in on selling. At present, it is totally in favour of the villages. I believe if we could at the very least, get those two above issues sorted, it would go a long way to appease residents. Fees and capital gains are a lot trickier I think. Would be great to share in some capital gain, but each village includes different things in their fees, which would be harder to make universal.</p>	<p>Can't imagine many people would be able to do that, and I know for a fact in our village, that in some cases things have been skewed so that a buyer was lined up for the first place, enabling the residents to change houses without that upfront payment. I have spoken to residents who have been in that position and they confirmed this fact with me. So, huge discrepancies in what we have been told, and once again, can't get anything in writing. This is also a huge area needing tidying up, and also conducted under a Governing body to oversee that there are no shortcuts or discrepancies. Think you are doing a great job. Keep up the good work - you have convinced us to become members of the RVANZ.</p>
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112432101	Yes		No		Yes	No		<p>There should be shared capital gain with the Operator on exiting the Village.</p> <p>Full settlement of the residual equity after 6 months of vacating the property.</p>
112209001	Yes		No		Yes	No		
112885601	Yes		No		Yes			Strongly support the white paper. A review also should examine clarification of the financial responsibility regarding the repair or replacement of village owners' chattels.
112171251	Yes		No		Yes	No		
112745051	Yes		Yes	<p>The right to occupy model is flawed. We pay for property we never own. The model assumes all will always be buoyant. The unexpected does happen, businesses crash usually mortgaged to the hilt. No guarantee that our money is safe. Usually hundreds of thousands of dollars.</p>	Yes			<p>I would like to see us retain some form of title to our unit, which can then be returned to the village operator on settlement.</p> <p>I would like to be paid interest at current mortgage rates on my portion of the money paid for my unit.</p> <p>I would like to see a serious fidelity fund set aside from village operators and controlled by the government.</p>

								We need security, we don't have it at present.
112501201	Yes		No		Yes	No		
112422101	Yes		No		Yes	Yes	<p>It seems that because the residents use the appliances in the house (e.g. stove, heatpump, light bulbs) the "user pays" principle applies.</p> <p>Cockroaches shorted the outdoor unit of our heat pump after 9 years. The manager tried to claim on insurance but the answer was No. Since heat pumps last maybe 12 years we replaced it with a new one at our expense. Same with stove and oven elements.</p>	<p>I have a recollection that we were invited to pay something like \$30,000 dollars extra at the time of purchase so as to receive a share of the profit (if any) on the future sale of our house. That was in 2003. [I am unable to find any documentation to support that.] We did not pay, and have been here over 17 years. The houses on either side of us were resold last year, for 179% more than the 2003 price of our house. Of course that is not all profit, as the houses were refurbished - double glazed windows, extra ranch-sliders, 2 remade bathrooms and kitchen, carpets, drapes, paint, garage carpet etc. However, I researched the current value of the 10 year old town house we left in [REDACTED], and we would have had a LOT of change left over if we bought here now. We have never regretted moving here - 30 years in [REDACTED] was enough. As some say: the best view of [REDACTED] is in the rear vision mirror!</p>

11258325 1	Yes		Yes	<p>As new Residents of [REDACTED] Village her in [REDACTED], both my wife and I in our early 70's, I am aware that many Residents of such Homes For The Elderly contain Residents to whom this is their last home(and investment). Many of them have nothing left to pass on to their children or grandchildren, just having enough savings (they hope) to last them out. There is therefore no potential for them to pass any Capital Growth in the home they occupy, that capital growth currently being "taken" by the Operator, as of right. It seems totally unfair that theses Residents, many under an O.R.A. (Residential Occupation Licence) are maintain good their home in a good and tidy condition, many also (as we do at [REDACTED]) paying even Local Body Rates on the unit occupied by them. That means that they are unable to "gift" any educational "memory" to say their grandchildren of say a University Degree-study, as the cost of (say a three year Ed.</p>	Yes	Yes	<p>Both the Government of the Day and the Opposition are being very fotgetful of the factor that there are currently reported to be approx 700,000 "65 and overs" that figure projected to rise to approx 1,250,000 over the next 20 years approx. all of these are VOTERS, epwho currently are labouring under the unfair situation created by the 2003 Act. Fairly, why not "share" the Capital Gain currently available, between the Operator and the Resident? That seems the "right and fair" thing to do</p>	<p>To illustrate the untidy matters in which Residents find themselves involved, we are aware of a Resident who occupies under an O.R.A. whola is being told by an Operator she must pay for the electric hot water element in her tank, requiring replacement after 21 years in the tank, and another elderly Resident, who has had a stroke, not even aware if she has an O.R.A. or owns the freehold of the 29 year old unit she occupies, with the Operator quickly purchasing ant Freeholds not already owned by it. You will readily be able to ascertain the Net Profits being declared by such Operators.</p> <p>I repeat, the " fair" manner in which to deal with the current situation is to "share" the capital growth between the two parties concerned, the Resident and the Operator.</p> <p>Government could apply Tax to the Capital Growth, in pursuance of the funds invested by it in fighting</p>
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				Type Degree is currently \$25000, and that of Computer Studies is \$31000, those being the costs currently through Otago Uni. Use of this “gifting” facility would ensure Education of more Kiwi’s at no cost to Government. To the above costs must be added three years of rental accommodation, if not living at home while attending Uni., at cost of \$100 to \$120 per week (\$5200 to \$6200 p.a.)				Covid, perhaps allowing some sort of deduction for Educational use by the Resident or Family, in the event of University or Apprenticeship costs incurred by Family of the Residents. Again, that is to the advantage of New Zealand, in the examples given by us.
112832351	Yes		No		Yes			
113191001	Yes		Yes	Please refer to the submission made by residents of [REDACTED] which I fully concur with.	Yes			Please refer to the submission made by residents of [REDACTED] which I fully concur with.
112448601	Yes		No		Yes	No		
112522201	Yes		No		Yes			
112908501	Yes		No		Yes			I strongly support the CFFC having wider powers similar to those of the Banking Ombudsman and a mandate to make decisions within a more streamlined complaints structure which facilitates pragmatic and immediate action to protect the elderly person in care.

							<p>My experience with breaches of contract adversely affecting the health and safety of my elderly mother (and me as I was expected to take on care responsibilities which were the domain of the home and I am unwell myself) in a small private rest home is that even when the contractual obligations of the operator are clear there is no means of enforcing them. I believe I was misled by the statutory supervisor, Anchorage Trustee Services, who told me they would take some action to address my concerns about the dropping standards (albeit on an informal basis) but in fact did not approach the operator with any of my concerns even in general terms. However in the meantime I thought my complaints were being dealt with so did not pursue other avenues. The inevitable happened two weeks later as a result of a culture of neglect and my mother suffered a serious injury which could have been avoided. In a small rest home like [REDACTED] there is also the danger of a conflict of interest when the owner-operator is also the Registered Nurse at the facility and clinical</p>
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								decisions may be based on whatever is most cost-effective (or convenient) for the operator rather than on the best course of action for the patient's health. It is also very difficult when constructive conflict resolution is made impossible by the operators' personal dislike of anything they consider to be "challenging their authority".
112352451	Yes		No		Yes	No		An illustration of how Trust Managed Villages compare with the Corporate's might be helpful to retirees in NZ...
112436551	Yes		No		Yes	No		
112825551	Yes		No		Yes	Yes	If I had known and understood the legalities of what I signed for in purchasing my Villa, I would not have committed myself to issues I have no control or power over.	I have received abuse, and vandalism where I live and although all were reported, the issue was not taken for its seriousness. I could not afford to sell back and leave. I have had major anxiety issues and have lost trust.
112194901	Yes		No		Yes	No		
112685901	Yes		No		Yes			There are issues with paybacks, fees after termination and shared capital gains

11283450 1	Yes		Yes	Those RV's that are owned by listed companies should not be permitted to provide shares to employees - it's bad enough that it is permitted in New Zealand to have such "companies". since they are not real companies at all - once we move into such a village, in general we are trapped. We have sold our home and, for most of us, there is no escape so the "company" has no real customers only inmates. Having employees who are shareholders creates double jeopardy for the inmates which is evident from Treatment we receive.	Yes	Yes	Clearly, Government should aggressively promote the formation of Trust owned villagers - after all, residents fund the villages in the first instance and, often, generate a surplus at that point.	If such "companies" need more capital they should sell more shares, not borrow money.
11290810 1	Yes		Yes	A fuller examination of the power imbalance between Residents and Statutory Supervisors in light of the fact that it is village owners who pay for the work of the S.S.'s	Yes			I hope that careful thought will be given to the fact that when people enter a retirement village in many cases they are under heavy emotional pressure and the need to enter in to a contract, which, even when they must have legal guidance is extremely difficult, and later regretted. At this gateway point, I believe greater protection needs to be provided.
11196665 1	Yes		No		Yes			Submission to CFFC Retirement Villages Legislative Framework:

							<p>Assessment and Options for Change 2021</p> <p>Executive Summary</p> <p>While there is an overall contentment in the choice of living arrangements for the majority of village residents and most operators provide very good services and care for their residents there is concern around the fringes, including the regulatory structure, that require prompt attention.</p> <p>There is a clear limitation in the powers and functions of the Retirement Commissioner under the Act and comparing them to those available to equivalent commissioners or ombudsmen in comparison to their peers.</p> <p>A review and extension of the Retirement Commissioners remit, or engaging another agency with specific powers, would provide more certainty for residents and their families.</p> <p>There are concerns about issues within the framework of the legislation that favour the</p>
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								<p>commercial drivers of the operators. It is not practicable to manage this by variations of the Codes because they are restricted by the Act and the Regulations.</p> <p>Recommendations</p> <p>In this submission we recommend that a complete policy review is undertaken to update and clarify the Act and the Code of Practice to ensure that there is a balance between operator control and residents rights.</p> <p>The review should include:</p> <ul style="list-style-type: none"> • a policy review explores options to restrict the charging of weekly fees after a resident vacates a unit. • a review of the Code of Practice, including the Occupational Rights Agreement (ORA) provisions, to establish best practice with a balance of operator control and residents' rights. • consideration of whether changes are required to better support village resident welfare.
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							<ul style="list-style-type: none">• analysis of future trends to consider if consumer protections are strong enough and investigate whether different models should be encouraged.• consideration of producing simplified and accessible documentation for prospective residents so they clearly understand their rights and minimise their legal fees. Online resources must be included. <p>Background</p> <p>██████████ operates as an own-your-own village comprising 54 2- and 3- bedroom apartments and town houses. The owner is the ██████████ a not-for-profit entity. The management of the village is contracted by ██████████ to ██████████. This contract includes compliance, administration, employment and financial support. The ██████████ has four directors, three of whom are residents who are elected annually by all residents. The fourth director is the CEO of ██████████.</p>
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								<p>Day-to-day management responsibility lies with the Village Manager and the Residents Committee.</p> <p>Each year elections are held among residents for six places on the Residents Committee and three places on the Board of Directors. This ensures that the input in the running of the village comes from the residents themselves, and not an external company.</p> <p>Ownership of a unit is via purchase, at the current market value of the unit, of a Licence to Occupy (LTO), the terms and conditions of which are set out in an Occupational Rights Agreement. When a resident transfers their Licence to Occupy, they can do so on the open market, set their price and benefit from the capital gain, less any refurbishment and other sale-related costs incurred by the Operator.</p> <p>It will take time to build up funds over and above what is needed to pay for day-to-day administration. There is no overarching company sitting over [REDACTED] and the company is not in a financial position to buy</p>
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								<p>back a unit within a set time frame.</p> <p>Residents contribute monthly Outgoings Fees sufficient to cover all the village operating costs and to maintain a positive bank balance. The operator is therefore unable to fund the purchase of a licence to occupy for any unit that remains vacant.</p> <p>Sale of Units</p> <p>A further concern is the A review of this inequitable situation is necessary to provide more protection for departing residents.</p> <p>Weekly Fees</p> <p>Since the handover to- in 2020, three vacated units have been sold. The 3% of the sale price returned to the Company is slowly building up. We anticipate between 3-5 units will be vacated each year.</p> <p>Interpretation of ORA Provisions</p> <p>Generally, there is concern about the complexity of the language in the ORA document. For the lay person the legalese is confusing and</p>
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							<p>discourages people reading through the document. There needs to be a simpler version of the ORA provided to those who take on an ORA.</p> <p>A further concern is the relentless increase of weekly fees. These fees are to cover the cost of rates and insurances plus a small amount to go into a renovation account to cover running repairs.</p> <p>The statutory supervisor should have a watching brief to ensure that these fees do not become exorbitant.</p> <p>In terms of [REDACTED], the substance of the ORA differs from most of the large corporate retirement villages. Residents on selling or leaving the village are not subject to the operator requiring large percentages of the final price in order to refurbish and market the unit that is vacant. [REDACTED] a more equitable approach to the situation of the residents.</p> <p>Role of Statutory Supervisor for Residents</p>
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							<p>The statutory supervisor has a role to play for [REDACTED]. Review of the duties of the statutory supervisor role highlights that the statutory supervisors are independent bodies licensed by the Financial Markets Authority.</p> <p>The duties that are undertaken by those appointed as statutory supervisors comes under the Retirement Villages Act 2003.</p> <p>The duties of the statutory supervisor include the requirement to receive complaints from residents about breaches of their rights. There is anecdotal evidence that residents' complaints are not pursued with any vigour. As the Statutory Supervisor is paid by the operator (notwithstanding from the residents' monthly fees), residents can be (and in some villages had been) actively discouraged from making a complaint to the Statutory Supervisor.</p> <p>It is imperative that statutory supervisors are held to account if residents are not satisfied with the way their complaint has been dealt with or an alternative avenue is</p>
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							<p>available to residents if they are not satisfied by the response they get when they make a complaint.</p> <p>Conclusion</p> <p>While some of the issues faced by residents in other retirement villages, are not relevant to [REDACTED], eg who gets the capital gain, there are issues for our residents and we believe a full review of the Act and the Code of Practice is essential.</p> <p>The review must include conversations with residents as well as owner- operators so that a balance can be reached that is fair to both groups.</p>
107357451	Yes		No		Yes	No	<p>The [REDACTED] Committee supports all recommendations outlined in the Commission White Paper</p>
107486601	Yes		No		Yes	Yes	<p>Retirement Village Operators should be required to comply with the same mandatory NZ Healthy Homes Standards as Landlords. This to</p> <p>OLA should include a clause that states that all areas of villa or apartment buildings and chattels that are not covered by the Village Operator's Insurance, are able to be covered by the resident's personal contents insurance.</p>

							include insulation and adequate working heating unit. Consideration should be given to extend this to mandatory double glazing during unit refurbishment prior to issuing a new OLA. Some part of retrofitting cost could be built in to purchase price of new Occupation License.	
265451	Yes		No	RVRANZ. This consumer voice needs seeding funds to help its development, and to match the machine and voice of the operators. Consumer representation on any review model adopted to address issues	Yes	No		WHITE PAPER FEEDBACK This feedback represents the view of the ██████████ Residents Committee, an elected body annually with a formal constitution, meeting monthly. The Village has a 30-year history and offers a full suite of services. We fully support the White Paper content and recommendations. Additionally, we support mandatory Resident Committees within each

							<p>village (not to be confused with Resident Social Committees), various formats could be considered.</p> <p>We would also like some seeding funding provided to assist the development of RVRANZ, the Village Residents NZ Association.</p> <p>We also would like discussion and consideration of the application of legislation e.g., like Healthy homes insulation standard for rental homes to apply to all Retirement Villages, or a provision to have matching legislation apply. Ceiling and underfloor insulation has been compulsory in all rental home since 1 July 2019, with existing insulation to be checked, topped up or replaced. This should be a minimum standard for Retirement Villages.</p>
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