**Retirement Villages Form 8**

**Closure Plan**

*Retirement Villages Act 1999 (Section 40C)*

**This form is effective from 11 November 2019 ABN: 86 504 771 740**

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| About this document | | | | | |
| Under the *Retirement Villages Act* *1999* **(the Act)** a retirement village scheme operator (**scheme operator**) must prepare a written *closure plan* when it proposes to wind down or stop operating a retirement village scheme, including temporarily. | | | | | |
| Short description of closure ……………………………………………………………………………….  ………………………………………………………………………………………………………………..  Plan version number ……………………………………………………………………………………….  The information in this document is correct as at [dd/mm/yyyy] | | | | | |
| Part 1 – Retirement village, scheme operator and management details | | | | | |
| **1.1 Retirement village name and location** | Retirement village name …………………………………………………….  Street address ……………………………………….……………………….  ………………………………………………………………………………….  Suburb ……………………………………… State …… Post Code ……...  Real Property Description of Land ………………………………………… | | | | |
| **1.2 Village scheme operator details** | Name of entity that operates the retirement village (scheme operator)  ………………………………………………………………………………….  Australian Company Number (ACN) ………………………………………  Address of registered office…………………………………………………  ………………………………………………………………………………….  Suburb ………………………………………… State ……Post Code ……  Date entity became operator…………………………………………….… | | | | |
| **1.3 Village management details** | Name of village management entity and contact details  ………………………………………………………………………………….  Australian Company Number (ACN) ………………………………………  Phone ………………………… Email ……………………………………… | | | | |
| **1.4 Contact person** | Contact person for closure ………….…………………………..………….  Phone …………………………….. Email .………………………………… | | | | |
| Part 2 – Requirements for a closure plan | | | | | |
| When a closure plan is required A *closure plan* is required when a retirement village scheme operator proposes to close a retirement village.  A proposed closure of a retirement village scheme may be permanent or temporary and includes any wind down phase prior to the village closure. A temporary closure may occur where a village ceases operations so that the village and land may be redeveloped.  The Act contemplates that a retirement village scheme that has closed, even temporarily, will be deregistered and a new registration is required for any new or redeveloped village.  A *closure plan* must not state matters about more than one retirement village scheme. Closure plan must be clear, orderly and fair A *closure plan* must provide for a clear, orderly and fair process for the closure of the retirement village scheme and include the matters prescribed by the *Retirement Village Regulation 2018.* Closure plan process and approval A scheme operator who proposes to close a retirement village scheme must give:   * the **chief executive** (the Director General of the Department of Communities, Housing and Digital Economy), a written notice about the proposed closure in Form 8A; and * each resident of the retirement village:   + a proposed *closure plan* for the village using this form, and   + a *residents’ meeting notice* (Form 8B), which contains further information for residents on the process and timeframes for approving a proposed *closure plan*.   The *residents’ meeting notice* and proposed *closure plan* must be given to residents within 28 days after the scheme operator has provided notice of the proposed closure to the chief executive. The chief executive may extend this time if it is not reasonably practicable for the scheme operator to prepare a *closure plan* in this timeframe.  Residents vote on the proposed *closure plan* by special resolution at a residents’ meeting. The deadline by which residents must have voted cannot be less than 21 days from receiving the proposal.  A *closure plan* may be approved by either:   * the residents of the retirement village by a special resolution passed at a residents’ meeting; or * the chief executive, on application from the scheme operator, if the *closure plan* has been voted against by residents or has not been approved within the period stated in the residents’ meeting notice.   If a proposed *closure plan* is voted against or is not approved by residents, then instead of making an application to the chief executive to approve the proposed *closure plan*, the scheme operator may choose to consider and negotiate any issues or matters raised by residents. In this case, the scheme operator must submit an amended proposed *closure plan* for reconsideration by residents and give residents a further notice of a residents’ meeting for a special resolution in accordance with the Act. Residents must be given at least 21 days’ notice of a further residents’ meeting where this occurs**.**  Where the chief executive receives an application to approve a proposed *closure plan*, the chief executive must give each resident of the retirement village a written notice of the application and an opportunity for residents to make submissions to the chief executive about the proposed *closure plan*.  The chief executive may approve the proposed *closure plan* only if satisfied that the plan provides for a clear, orderly and fair process for closing the retirement village scheme. Closure plan process and approval (continued) The chief executive must make a decision within 90 days of the later of receiving the application or receiving further information from the scheme operator that the chief executive reasonably requires for the purpose of making the decision. Approved closure plan may be revised An approved *closure plan* may be revised in the following circumstances:   * a scheme operator may apply to the chief executive to approve a revision to a *closure plan*; or * the chief executive may, on their own initiative, give the scheme operator a written direction to revise an approved *closure plan*.   The chief executive may approve the revised *closure plan* only if satisfied that the revised plan provides for a clear, orderly and fair process for closing the retirement village scheme. Decisions that may be reviewed by the Queensland Civil and Administrative Tribunal (QCAT) Residents who disagree with a decision by the chief executive to approve a *closure plan* or approve a revised *closure plan* may apply to have the decision reviewed by QCAT. If the chief executive approves a *closure plan* or revised *closure plan,* they will give each resident in the village a *QCAT information notice* containing information about how to have the decision reviewed.  A scheme operator may also apply to QCAT for a review of the chief executive’s decision directing the scheme operator to revise a proposed *closure plan* or to revise an approved *closure plan*. Preparing and implementing a closure plan is a legal requirement A proposed *closure plan* must be in the approved form and meet the requirements of the *Retirement Villages Act 1999* and the *Retirement Villages Regulation 2018*. Penalties may apply to scheme operators who do not prepare a *closure plan* or fail to implement and comply with an approved *closure plan*. Discontinuing closure of the retirement village If at any time the scheme operator decides not to proceed with the closure of the village, they must give a *notice of discontinuation* (Form 8C) to the chief executive and to each resident of the retirement village. This will mean that the approved *closure plan* for the closure of the retirement village scheme is no longer approved. | | | | | |
| **Important** | | | | | |
| Residents are encouraged to seek independent legal advice Before voting on a proposed *closure plan* at the residents’ meeting, residents are encouraged to seek independent legal advice about their rights and obligations under the Act and other relevant laws and how the proposed closure may affect them. Some useful contacts for residents are listed at the end of this document. | | | | | |
| Closure plan process flowchart - explained in text above | | | | | |
| Part 3 – Closure details | | | | | |
| 3.1 Proposed closure type | What type of closure is proposed for the retirement village scheme?  Temporary closure  Expected length of temporary closure is ……………………………  Permanent closure | | | | |
| 3.2 Wind down of village operations | Is a wind down of operations to occur as part of a permanent or temporary closure of the retirement village?  …………………………………………………………………………………..  …………………………………………………………………………………..  *Note: a wind down refers to when a retirement village scheme gradually reduces village operations ahead of cessation of operations.* | | | | |
| 3.3 When village operations will cease | What is the estimated timeframe or date when the village will cease operations?  ………………………………………………………………………………….. | | | | |
| 3.4 Reason for proposed closure For example: change in land use, financial reasons, tenure change such as leasehold to freehold or community titles scheme, changing to an aged care service, temporary closure for development of new retirement village | Detail reasons why the retirement village scheme is closing  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| 3.5 Accommodation units and residents Number of units in each tenure type and the number of residents at the time this plan was completed. | **Number of…** | **Freehold** | **Lease** | **Licence** | **Other (specify)**  **……………..** |
| Occupied units |  |  |  |  |
| Residents in occupied units |  |  |  |  |
| Vacant units |  |  |  |  |
| 3.6 Residence contracts | Detail where a resident may find information relating to closure of the village in their residence contract or service agreement (if applicable).…… …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| Part 4 – Communication and consultation | | | | | |
| 4.1 Resident notice of proposed village closure | 4.1.1 Have residents been given notice of the retirement village ceasing operations?  All residents were given notice  Some residents were given notice  No residents were given notice  4.1.2 How and when was notice given to residents?  …………………………………………………………………………………..  ……………………………………………………………………………..……  …………………………………………………………………………………..  4.1.3 If not all residents have been given notice, how and when will notice be given to all remaining residents?  ……………………………………………………………………………..……  …………………………………………………………………………………..  ……………………………………………………………………………..…… | | | | |
| 4.2 Former resident notice of proposed village closure | 4.2.1 Have former residents with a financial interest in the village been given notice of the retirement village ceasing operations?  All former residents were given notice  Some former were residents given notice  No former residents were given notice  4.2.2 How and when was notice given to former residents?  ……………………………………………………………………………..……  ……………………………………………………………………………..……  ……………………………………………………………………………..……  4.2.3 If not all former residents have been given notice, how and when will notice be given to all remaining former residents?  ……………………………………………………………………………..……  …………………………………………………………………………………..  …………………………………………………………………………………..  ***Note:*** *a ‘financial interest’ is where a former resident is yet to be paid their exit entitlement by the scheme operator or where a former resident’s freehold unit is potentially subject to a mandatory buyback by the scheme operator. Throughout this plan, ‘former resident’ is used to refer to a former resident with a financial interest in the village.* | | | | |
| 4.3 Resident consultation on proposed village closure (to date) Details are to include, but are not limited to:   * who has been consulted (approximate number and tenure of residents; family members, other representatives) * opportunities given to residents to express their views and concerns * types of consultation undertaken, e.g. residents’ meeting, forums, individual meetings, written information, etc. * matters consulted on and types of issues raised * how the scheme operator has considered and sought to address resident views and issues. | 4.3.1 Have residents been consulted about the retirement village closing and in the preparation of this proposed *closure plan*?  All residents have been consulted  Some residents have been consulted  No residents have been consulted  4.3.2 Detail what consultation with residents has occurred to date.  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  4.3.3 Detail why any residents have not been consulted (e.g. unable to contact resident) and how consultation with these residents is proposed to occur in the future.  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| 4.4 Opportunities for residents to ask questions about the proposed closure planDetails may include the date, time and location of the meeting or information session. | Detail if an opportunity will be provided to residents to meet with the scheme operator (or a representative) to discuss the proposed *closure plan* prior to the residents’ meeting.  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| 4.5 Communication and consultation with residents throughout the proposed village closure Details are to include, but are not limited to:   * timing and type of ongoing communication and consultation * opportunities to be given to residents to express their views and concerns * how the operator will consider and address resident views and concerns. | Detail how the scheme operator will continue to communicate and consult with residents during the village closure process under a *closure plan*.  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| 4.6 Communication and consultation on revisions to an approved closure plan | How will the scheme operator consult with residents about any proposed revisions to an approved *closure plan* and communicate with residents and former residents about any approved revisions to the plan?  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| 4.7 Communication and consultation with other relevant persons impacted by the proposed closure Relevant persons may include village staff, contractors for personal care or other services, other business operating in the village, e.g. hairdresser, café, body corporate committee, members and manager. | How are other relevant persons impacted by the village closure being communicated and consulted with, particularly where this may impact on the services to residents and the operations and amenity of the retirement village?  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| Part 5 – Closure implementation | | | | | |
| 5.1 Schedule and detail of proposed closure Include details in the schedule about:   * wind down period and any changes to facilities, services or activities available to residents e.g. café expected to close on [date], community hall available for use throughout, aqua aerobics classes will cease on [date] * when the operator’s notice of termination of residents’ right to reside will be given to residents * when exit entitlements will be paid * when any freehold buybacks are due * any other notices required by law * other key activities or decision points for closing the village * any other relevant information for the wind down and closure schedule   This information may be provided as an attachment. | Detail the timeline and schedule for the proposed closure and the impacts (other than a minor impact) on residents during implementation of the *closure plan*.  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| 5.2 Continuing operation of general services and maintenance | 5.2.1 Will general services and maintenance as set out in the residence contracts continue until closure?  Yes, all general services and maintenance will remain as per residence contracts until closure.  No, general services and maintenance will cease on [dd/mm/yyyy]  No, some general services and maintenance will change over the implementation period.  5.2.2 If no, provide details of the cessation or changes over the implementation period and how any impacts for residents or the village will be addressed. …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| 5.3 Continuing provision of personal services | 5.3.1 Will personal services as set out in the residence contracts or service agreements continue until closure?  Yes, all personal services will remain as per residence contracts and service agreements until closure.  No, the provision of personal services will cease on [dd/mm/yyyy].  No, some personal services will change over the implementation period.  5.3.2 If no, provide details of the cessation or changes over the implementation period and how any impacts for residents or the village will be addressed.  ……..………………………………………….………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| 5.4 Continuing provision of other services | 5.4.1 Will other services as set out in the residence contracts or service agreements continue until closure?  Yes, all other services will remain as per residence contracts and service agreements until closure.  No, the provision of other services will cease on [dd/mm/yyyy].  No, some other services will change over the implementation period.  5.4.2 If no, provide details of the cessation or changes over the implementation period and how any impacts for residents or the village will be addressed.  ……..………………………………………….………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| **5.5 Development on retirement village land prior to proposed closure**  Note: a redevelopment plan may be required for any running redevelopment prior to closure.  For example, access to land or communal areas, noise, etc | 5.5.1 Is any development or work on the retirement village land expected to occur before the village closes?  No  Yes  5.5.2 If yes, what activity is to occur? Detail how this will impact residents’ amenity, privacy, safety and quiet enjoyment during the closure implementation.  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  …………………………………………………………………………………..  ………………………………………………………………………………….. | | | | |
| Part 6 – Resident options and assistance | | | | | |
| ***Terminating a resident’s right to reside in the village***  *A resident’s right to reside in a village may be terminated by the resident at any time, automatically on the death of the resident, or by the scheme operator on specific grounds under the Act.*  *Under the Act, where an approved closure plan is being implemented, some different requirements and impacts for residents will apply depending on whether the:*   * *resident terminates their resident’s right to reside (including the death of a resident), or* * *operator terminates a resident’s right to reside because the operator is implementing an approved closure plan, and* * *date the residence contract was entered into.*   ***Termination by scheme operator****: An operator must give a resident two months’ notice if the resident’s right to reside is being terminated by the scheme operator because the operator is implementing an approved closure plan. If this occurs then different requirements for reinstatement, valuing the unit, costs of selling the unit and payment of the exit entitlement will apply.*  ***Termination by resident****: a resident may terminate their right to reside by giving the operator one month written notice at any time, or automatically on the death of the resident. If a resident, and not the operator, terminates the resident’s right to reside then the ordinary provisions in the Act for reinstatement and renovation of a unit, valuing a unit, costs of selling a unit and payment of exit entitlement will apply. This is regardless of whether an approved closure plan is being implemented by the scheme operator.*  *However, the Act does not intend to prevent the scheme operator from agreeing in a residence contract or otherwise to conditions that are more beneficial to a resident or former resident than the provisions in Part 3 of the Act. This includes the terms in the residence contract in relation to exit fees, reinstatement, renovation, costs of selling and resale value of a unit.* | | | | | |
| **6.1 Terminating residents’ right to reside**  May be provided as an estimated timeframe or date range. | 6.1.1 When does the scheme operator intend to give residents a written notice of termination of the resident’s right to reside?  …………………………………………………………………………………  6.1.2 What is the length of the notice of termination that will be given to residents?  …………………………………………...…………………………………….. | | | | |
| **6.2 Resident exit options and scheme operator assistance**  Indicate the circumstances under which assistance will be provided, e.g. whether available to all residents during implementation of an approved *closure plan*, only where the scheme operator has terminated the resident’s right to reside under an approved *closure plan* or on a case by case basis. | Describe the exit options that may be available for residents and give details about the types of assistance that the scheme operator will provide for each option (more than one option may apply).  Assistance may be provided generally and apply to more than one option or may be specific to an option. For example, assistance for residents may include financial compensation, reduced or waived exit fees, payment or reimbursement of removal costs, legal fees, or other expenses, referral to accommodation or other services, counselling and support services, assistance to deal with services not provided by the scheme operator, e.g. utilities, home care provider.  **6.2.1 Exit permanently to resident sourced accommodation**  Detail assistance for residents who the scheme operator will not be directly assisting to source or locate other accommodation.  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………………………………………………..  **6.2.2 Exit permanently or temporarily to operator sourced accommodation (not a retirement village)**  Detail assistance for residents who the scheme operator will be directly assisting to relocate to other accommodation (not a retirement village).  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………………………………………………..  **6.2.3 Relocation to another retirement village permanently**  Detail assistance for residents who are being assisted to permanently relocate to another retirement village.  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………………………………………………..  **6.2.4 Relocation to another retirement village temporarily**  Detail assistance for residents who are being assisted to temporarily relocate to another retirement village, e.g. with option to return to a new village on current site.  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………………………………………………..  **6.2.5 Remain in unit with change in tenure or ownership**  Detail assistance for residents who are changing tenure in their unit.  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………………………………………………..  **6.2.6 Remain in unit with same tenure or ownership**  Detail assistance for residents who remain with same tenure in their unit, e.g. freehold / community titles scheme. (refer Part 9)  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………………………………………………..  …………………………………………...……………………………………..  **6.2.7 Remain in unit with change in use (e.g. to aged care service)**  Detail assistance for residents who are changing to a different use or service arrangement.  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………………………………………………..  …………………………………………...……………………………………..  **6.2.8 Other options and assistance**  Provide details of other options and assistance by scheme operator.  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………………………………………………..  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………………………………………………..  …………………………………………...……………………………………..  …………………………………………...…………………………………….  ………………………………………………………………………………….. | | | | |
| **6.3 Former residents**  For example, an option for earlier repayment of exit entitlements. | Detail any support or assistance that may be available for former residents with a financial interest in the village.  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………………………………………………..  …………………………………………...…………………………………….. | | | | |
| Part 7 – Financial arrangements for accommodation units | | | | | |
| **7.1 Source of funds for financial obligations and liabilities** | Detail how the scheme operator proposes to fund the financial obligations and liabilities to residents and former residents related to the village closure, including funds available to pay exit entitlements or mandatory purchase of freehold units as they fall due.  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………...…………………………………….. | | | | |
| **7.2 Payments due to former residents**  Provide details of the scheme operator’s liabilities to former residents (exit entitlement / buyback requirements under the Act). | 7.2.1 Leasehold and licence  Detail the total number of exit entitlements owing and an estimate of the total amount payable to former residents and the anticipated date range or time frame of when payments fall due.  …………………………………………...……………………………………..  …………………………………………...……………………………………..  7.2.2 Freehold  Detail the total number of units, estimate of total amount owing and date range or timeframe for buyback payments due to former residents with freehold tenure.  …………………………………………...……………………………………..  …………………………………………...……………………………………..  ***Note:*** *the above information is estimated only and may be subject to change or adjustment throughout the course of the village closure.* | | | | |
| **7.3 Ingoing contribution** | How will a resident’s ingoing contribution be dealt with where a resident is relocating to another retirement village, either temporarily or permanently?  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  …………………………………………………………………………………. | | | | |
| **7.4 Reinstatement of unit** | *The requirements for reinstatement of a unit under the Act vary depending on whether the residence contract was entered into before or after 1 February 2019 and whether the residence contract was terminated by the scheme operator or the former resident.*  ***7.4.1 Residence contracts entered into on or after 1 February 2019 that are terminated by the operator***  *No reinstatement is required under the Act for units that fall in this category.*  ***7.4.2 Residence contracts entered into on or after 1 February 2019 that are terminated by the resident***  *Sections 58 and 59 of the Act apply to residence contracts entered into on or after 1 February 2019 that are terminated by the resident. The resident must leave the unit in the same condition apart from fair wear and tear and any agreed renovations to the unit. If the resident does not comply with this obligation, the operator may undertake any necessary reinstatement work and claim the cost from the resident.*  7.4.3 Will the operator require residents to undertake reinstatement work for units that fall in this category?  Yes     No  7.4.4 The operator’s expectations for the reinstatement work are:  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………...……………………………………..  **7.4.5 Residence contracts entered into before 1 February 2019**  *Former sections 58 and 59 of the Act apply to residence contracts entered into before 1 February 2019. Those sections require the resident and operator to negotiate in good faith and agree in writing any reinstatement work to be done for the unit.*  7.4.6 Will the operator require residents to undertake reinstatement work for units that fall in this category?  Yes     No  7.4.7 The operator’s expectations for the reinstatement work required under the Act are:  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………...……………………………………..  …………………………………………...……………………………………. | | | | |
| **7.5 Valuation of units and agreed sale value** | ***Note:*** *under the Act as part of the closure the scheme operator may need to terminate each resident’s right to reside. The scheme operator may terminate the right to reside on 2 months’ notice if implementing an approved closure plan.*  *Within 30 days of the termination date, the resident and the scheme operator must negotiate in good faith to agree on the resale value of the right to reside. If the parties cannot agree, the operator must obtain a valuation within 14 days. The valuation is taken to be the agreed resale value of the right to reside in the accommodation unit.*  *The valuation must be conducted in accordance with sections 70AB to 70AD of the Act. In particular:*   * *the resident and operator may make submissions to the valuer that will be considered by the valuer;* * *the valuation is conducted on the basis that the retirement village is operating and will continue to operate normally; and* * *otherwise must have regard to matters set out in section 70AC(2).*   *Additionally, the former resident and the scheme operator are still required to reconsider, and if possible, agree the resale value at least every three months if the right to reside was terminated by the resident or a former resident has not been paid an exit entitlement under section 63.* | | | | |
| **7.6 Costs of selling** | ***Note:*** *Under the Act, the costs of selling a unit do not apply if the right to reside is terminated by the scheme operator because the operator is implementing an approved closure plan.*  *If the right to reside is terminated by the resident the operator must disclose the selling costs (if any) to the resident.* | | | | |
| **7.7 Former residents’ payment of general services charges and maintenance reserve fund contributions** | ***Note:*** *Under the Act, a former resident is liable to pay the general services charge and the maintenance reserve fund contribution from the date of vacating their accommodation unit until the right to reside in the accommodation unit is sold, or, for a period of 90 days, whichever occurs first.*  *From 90 days up to 9 months after vacating their unit, unless the right to reside is sold earlier, the former resident and the scheme operator pay the general services charge and the maintenance reserve fund contribution in the same proportion as the former resident and the scheme operator share the gross ingoing contribution on the sale of the right to reside under the residence contract.*  7.7.1 How will the scheme operator advise existing residents of their future rights and obligations regarding paying for the general services charge and maintenance reserve fund contributions when they become former residents?  ………………………………………………………………………………….  ………………………………………………………………………………….  7.7.2 How many former residents are there who are currently paying in whole or in part for the general service charge and maintenance reserve fund contribution?  ………………………………………………………………………………….  ………………………………………………………………………………….  7.7.3 What date or timeframe is it likely former residents will cease paying for general service charges and maintenance reserve fund contributions if the right to reside is terminated by the operator under an approved *closure plan*?  ………………………………………………………………………………….  ………………………………………………………………………………….  7.7.4 Will assistance or reductions be available to former residents regarding paying for general service charges and maintenance reserve fund contributions?  ………………………………………………………………………………….  …………………………………………………………………………………. | | | | |
| **7.8 Exit fee** | Will the scheme operator be offering terms more favourable to residents for working out the exit fee to those contained in the residence contract (e.g. a reduced exit fee)?  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  …………………………………………………………………………………. | | | | |
| **7.9 Exit entitlement**  **(for lease and licence units)**  Include detail about exit fees, any outstanding general services charges and maintenance reserve fund contributions, administration fees, legal fees, membership fees, etc, as applicable. | ***Note:*** *Under the Act, if a right to reside is terminated by the scheme operator because the operator is implementing an approved closure plan the exit entitlement is worked out as if the right to reside was sold at the agreed resale value.*  7.9.1 Detail how the exit entitlements will be calculated ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ***Note:*** *Under the Act, if the former resident’s right to reside is terminated by the operator because the operator is implementing an approved closure plan, then the operator must pay the exit entitlement 14 days after an agreed resale value of the right to reside is determined.*  7.9.2 What are the anticipated dates or timeframe that former residents’ exit entitlement will be paid under an approved *closure plan*?  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  …………………………………………………………………………………. | | | | |
| **7.10 Buyback of freehold units** | ***Note:*** *The provisions about mandatory buyback of freehold units in the Act apply where a resident’s right to reside is terminated during implementation of an approved closure plan.*  7.10.1 Provide details about the process and timeframe for the scheme operator to buyback freehold units after each resident’s right to reside is terminated.  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  7.10.2 Provide details about whether the scheme operator will seek to recover its legal costs associated with the buyback from residents under section 63E of the Act.  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  …………………………………………………………………………………. | | | | |
| **7.11 Legal costs**  Include details about any applicable legal fees and who will be paying or contributing to the cost, e.g. land title fees, personal legal advice fees, legal costs associated with entering into a new resident contract in an alternate village or into aged care, etc. | Detail how any legal costs (other than those dealt with in 7.10.2) are to be dealt with in relation to residents exiting the retirement village scheme.  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  …………………………………………………………………………………. | | | | |
| Part 8 – Financial arrangements for village funds | | | | | |
| **8.1 General services charges fund** | 8.1.1 Detail how any surplus or loss in the general services charges fund will be dealt with or distributed when the village ceases operations.  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  8.1.2 Detail a date or timeframe for when the final general services charges fund statement be provided to residents and the department.  …………………………………………………………………………………  …………………………………………………………………………….. | | | | |
| **8.2 Maintenance reserve fund** | 8.2.1 Detail how any surplus or loss in the maintenance reserve fund will be dealt with or distributed when the village ceases operations.  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  8.2.2 Detail a date or timeframe for when the final maintenance reserve financial statement be provided to residents and to the department.  ……………………………………………………………………………..  ……………………………………………………………………………..  ***Note:*** *under the Act, the scheme operator holds the maintenance reserve fund on trust solely for the benefit of residents and can only use the money for specific purposes. The trust continues until the villages ceases to operate as a retirement village scheme and all former residents have been paid their exit entitlement.* | | | | |
| **8.3 Capital replacement fund** | 8.3.1 Detail how any surplus in the capital replacement fund will be distributed when the village ceases operations.  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  8.3.2 Detail a date or timeframe for when the final capital replacement fund financial statement be provided to residents and the department.  …………………………………………………………………………………  ………………………………………………………………………………….  ***Note:*** *under the Act, a statutory charge over the capital replacement fund continues until the villages ceases to operate as a retirement village scheme and all former residents have been paid their exit entitlement.* | | | | |
| **8.4 Funds budgets during village wind down** | If the closure of the village involves a wind down period how will the scheme operator make any necessary revisions to the budgets for the general services charges fund, the maintenance reserve fund and the capital replacement fund to deal with the wind down period prior to closure?  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  ………………………………………………………………………………….  …………………………………………………………………………………. | | | | |
| Part 9 – Community titles scheme information | | | | | |
| **9.1 Details related to body corporate management and funds** | 9.1.1 Does the retirement village have an existing community titles scheme?  Yes  No  If yes, provide the following details:  9.1.2 The full scheme name for the community titles scheme  ……………………………………………………………………………….  9.1.3 The community titles scheme dealing number  ……………………………………………………………………………….  9.1.4 Detail the impacts of the closure on the community titles scheme and how these impacts will be addressed  ………………………………..…………………………………………………  ………………………………..…………………………………………………  ………………………………..…………………………………………………  ……………………………..…………………………………………………… | | | | |
| **9.2 Details related to proposed community titles scheme and body corporate arrangements** | 9.2.1 Is it proposed to establish a community titles scheme and body corporate in relation to any of the units or facilities in the current retirement village scheme?  Yes  No  9.2.2 If yes, is the retirement village scheme operator or a related entity to be involved with the establishment of, or the ongoing community titles scheme and body corporate?  Yes  No  9.2.3 Will any current retirement village residents be involved or likely to be involved with the community titles scheme and body corporate?  Yes  No  If yes to 9.2.2 or 9.2.3, provide details about the proposed establishment of the community titles scheme and body corporate arrangements, e.g. responsibilities, membership, management and funds.  .………………………………..………………………………………………  ………………………………..…………………………………………………  ………………………………..…………………………………………………  ………………………………..………………………………………………… | | | | |
| Part 10 – General information | | | | | |
| Other relevant information related to the proposed closure plan may be provided below. ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ………………………………………………………………………………………………………………..  ……………………………………………………………………………………………………………….. | | | | | |
| Part 11 – Confirmation and signature | | | | | |
| I, *[insert name]* of [insert address*]* being the scheme operator of the retirement village or the agent/representative of the scheme operator of the retirement village *[delete whichever does not apply]* certify the information in this *closure plan* is correct as at [dd/mm/yyyy]*.*  Position in company……………………………………………………………………………………..  Signature ……………………………………………………………… Date …………………………… | | | | | |
| **Part 12 – Lodgement** | | | | | | |
| Please send the completed notice to the chief executive of the Department of Communities, Housing and Digital Economy at the address below:  **By mail:**  Regulatory Services  Department of Communities, Housing and Digital Economy  GPO Box 690  Brisbane QLD 4001  **By email:**  [regulatoryservices@chde.qld.gov.au](mailto:regulatoryservices@chde.qld.gov.au)  If you require any assistance, please contact Regulatory Services on phone: 07 3013 2666. | | | | | | |
| Further information | | | | | |
| If you would like more information, contact the Department of Communities, Housing and Digital Economy on 13 QGOV (13 74 68) or visit our website at [www.chde.qld.gov.au/regulatoryservices](http://www.chde.qld.gov.au/regulatoryservices)  **General information**  For general information and fact sheets on retirement villages visit [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)  **Queensland Retirement Village and Park Advice Service (QRVPAS)**  Specialist service providing free information and legal assistance for residents, former residents and prospective residents of retirement villages and manufactured home parks in Queensland.  Caxton Legal Centre Inc.  1 Manning Street, South Brisbane, QLD 4101  Phone: 07 3214 6333  Email: caxton@caxton.org.au  Website: [caxton.org.au](https://caxton.org.au/)  **Queensland Law Society**  Find a solicitor  Law Society House  179 Ann Street, Brisbane, QLD 4000  Phone: 1300 367 757  Email: info@qls.com.au  Website: [www.qls.com.au](http://www.qls.com.au)  **Queensland Civil and Administrative Tribunal (QCAT**)  This independent decision-making body helps resolve disputes and reviews administrative decisions.  GPO Box 1639, Brisbane, QLD 4001  Phone: 1300 753 228  Email: enquiries@qcat.qld.gov.au  Website: [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)    **Department of Justice and Attorney-General**  Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.  Phone: 07 3006 2518  Toll free: 1800 017 288  Website: [www.justice.qld.gov.au](http://www.justice.qld.gov.au)  **Seniors Legal and Support Service**  These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.  Caxton Legal Centre Inc.  1 Manning Street, South Brisbane, QLD 4101  Phone: 07 3214 6333  Email: caxton@caxton.org.au  Website: [caxton.org.au/how-we-can-help/seniors-legal-and-support-service](https://caxton.org.au/how-we-can-help/seniors-legal-and-support-service/)  **Residential Tenancies Authority**  Provides advice for persons renting.  Phone: 1300366311  Website: [www.rta.qld.gov.au](http://www.rta.qld.gov.au)  **Department of Human Services (Australian Government)**  Information on planning for retirement and how moving into or out of a retirement village can affect your pension  Phone: 132 300  Website: [www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement](file:///C:/Users/juliet.gross/AppData/Roaming/Microsoft/Word/www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement) | | | | | |