



Discussion Forum

The comments and opinions expressed herein do not necessarily reflect those of the Retirement Village Residents Association (RVRA) or its Members.

Repeal of Clause 5. (1) (a) Regulations 2009

I have read with interest and concern the various opinions and observations this repeal has brought forward. To further "muddy the waters" I would like to know what others think about the situation in our village with regard to external painting. Our lease, along with many others but not all, specifically states "the Lessor at the Lessor's cost shall:-

(a) carry out all necessary repairs, maintenance and replacements to the exterior of the Unit;"

Notwithstanding the lease agreement, stages 1. and 2. of the village were repainted and this was paid for from our then, Long term Maintenance Fund paid from recurrent charges.

I spoke with Alyson Dyer (OFT) and showed her our lease at the OFT's seminar at Emu Plains, her response was "lucky you" and she agreed we should not pay for the external painting and that our lease overrode the Act.

Now the hard part, how are residents with the same lease as us reimbursed for this wrongful charge? Because the operator has been writing varying contracts as new residents buy in, it is going to be very difficult I would imagine to honour the leases of the earlier residents.

Hence the urgent need for standardised contracts, which Greg Aplin was supporting. It was extremely disappointing to read the Coalition would not make this mandatory.

Leone

6 March 2011
