

Part One: Consultation by the Retirement Commissioner

The Commissioner has received three sets of variations to the Code of Practice 2008 she wishes to consult on. These are:

- 1. A variation proposed by the Association of Residents of Retirement Villages (Auckland region)**
- 2. Variations proposed by the Retirement Villages Association**
- 3. Variations proposed by the Department of Building and Housing.**

The proposed wording for each option is provided in the chapters that follow, and can be viewed in full, side by side, in Appendix 1.

Variation 1: Consultation on the variation proposed by the Association of Residents of Retirement Villages (Auckland region)

This variation was received by the Retirement Commissioner from the Association of Residents of Retirement Villages (Auckland Region) and originated from the wording of a variation proposed in a petition from over 3,600 residents presented to the Minister for Building and Construction.

The proposed new wording is shown in *bold italics* in the right hand column.

Issue – Repayment of the capital sum should a village be destroyed and not rebuilt

This variation seeks to ensure certainty over the minimum amount that would be paid to residents when their occupation right agreement is terminated in a no-fault exit situation and where their unit will not be rebuilt, such as that which occurred in the Canterbury earthquake.

It replaces the existing clause 22(7)(c) in the Code of Practice 2008 with the proposed wording in italics in the right hand column:

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 22(7)(C)
<p>Clause 22 Fire and accidental damage</p> <p>Repair or reinstatement of property</p> <p>22(7) The occupation right agreement for a residential unit that is owned by an operator must:</p> <p>(a) provide that, except in certain specified circumstances (if any), if the unit is damaged or destroyed the operator must fully repair or replace it as soon as practicable</p> <p>(b) state the circumstances (if any) when a unit that is damaged or destroyed may not be fully repaired or replaced</p> <p>(c) state the procedure to be followed if the unit is not to be fully repaired or replaced if it is damaged or destroyed.</p>	<p>Clause 22 Fire and accidental damage</p> <p>Repair or reinstatement of property</p> <p><i>22(7)(a) No change</i></p> <p><i>22(7)(b) No change</i></p> <p>22(7)(c) to read:</p> <p><i>(c) state that if the residential unit cannot be replaced following an insurable event, that upon termination of the occupation right agreement, the resident will receive:</i></p> <p><i>i) the full insurance proceeds paid to the operator for that residential unit</i></p> <p>OR</p>

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 22(7)(C)
Clause 22 Fire and accidental damage	Clause 22 Fire and accidental damage
	<p><i>ii) the original capital sum paid by the resident for the right to occupy whichever is the greater, without any capital or other deductions normally made on the termination of the occupation right agreement.</i></p>

Variation 2: Consultation on the variations proposed by the Retirement Villages Association

The following four proposed variations to the Code of Practice 2008 were received from the Retirement Villages Association and were developed by the Association after a consultation process with their members. The Association represents the operators of retirement villages. Their full submission on their proposed variations is available online at www.retirement.org.nz

The proposed new wording is shown in italics in the right hand column.

1. ISSUE – REPAYMENT OF THE CAPITAL SUM SHOULD A VILLAGE BE DESTROYED AND NOT REBUILT

This variation concerns the issue of repayment, which is partly addressed in the existing clause 22(7)(c) (dealing with insurance and repair or reinstatement of property), by proposing a new clause 47(3). This places the repayment issue in the section of the Code of Practice that deals with grounds for termination if the unit is damaged or destroyed through no-fault.

The RVA proposes the following wording for a new clause 47(3):

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 47(3)
<p>Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault</p>	<p>Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault</p>
<p>(1) The operator and resident may agree to terminate the occupation right agreement if the resident’s unit or the retirement village is destroyed or damaged beyond repair in specified circumstances set out in the occupation right agreement. For example, it may be that repair or reinstatement of the unit is not practicable because of the extent of the damage or destruction and because:</p> <ul style="list-style-type: none"> (a) the necessary building consents cannot be obtained, or (b) the insurance money needed to repair or replace the unit cannot be obtained or is not enough to replace the property damaged or destroyed. 	<p><i>(1) No change</i></p>

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 47(3)
<p>Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault</p>	<p>Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault</p>
<p>(2) The operator must consult the resident to decide whether it is practicable to repair or replace the unit. Then, the operator must follow up in writing, setting out their decision. Through this process, both parties can work out an agreement to end the contract.</p>	<p>(2) <i>No change</i></p> <p><i>Additional clause 47(3)</i></p> <p>(3) <i>If the residential unit is not to be replaced following an insured event within a time that is reasonable in the circumstances, upon termination of the occupation right agreement, the resident will receive back the full capital sum that they paid to the operator for their occupation rights to that residential unit, without any deduction for deferred management or exit fees (the ‘fixed deduction’ as defined in this Code of Practice) normally made under the occupation right agreement upon termination and repayment. The payment to the resident by the operator in this event shall be made no later than five working days after all insurance monies for land (if applicable) and buildings in respect of the insured event have been paid to the operator and/or the statutory supervisor, or within five working days from the date on which sufficient insurance monies have been received by the operator, if sooner.</i></p>

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 47(3)
Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault	Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault
	<p><i>For the avoidance of doubt, any due but unpaid service or weekly fees in respect of the residential unit up to the date of the insured event or any other monies owing to the operator are entitled to be collected by the operator at the time of repaying the resident their full capital sum.</i></p>

2. ISSUE – INSURANCE COVER DISCLOSURE

This variation proposes the Code of Practice 2008 should more accurately reflect the requirement under the Retirement Villages

(General) Regulations 2006 and disclose whether or not the operator has insurances such as business interruption insurance, temporary accommodation insurance and adequate liability insurance.

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 22(3)(A)
<p>Clause 22 Fire and accidental damage</p>	<p>Clause 22 Fire and accidental damage</p>
<p>22(1) In this clause a reference to an operator includes a body corporate where the retirement village is a unit title development</p> <p>Insurance cover</p> <p>22(2) The operator must take out and keep in force a comprehensive insurance policy, or must ensure that a policy is taken out and kept in force. The policy must cover accidental physical loss or damage to retirement village property, including residential units that are owned by residents. The policy must be for full replacement to the satisfaction of the statutory supervisor (if there is one).</p> <p>22(3) Where operators are responsible for the insurance, they:</p> <ul style="list-style-type: none"> (a) may include business interruption insurance, temporary accommodation insurance, and adequate liability insurances (b) must inform the resident what cover is provided in circumstances where the operator is unable to obtain full reinstatement insurance. 	<p>22(1) No change</p> <p>22(2) No change</p> <p>22(3) Where operators are responsible for the insurance, they:</p> <ul style="list-style-type: none"> (a) may include business interruption insurance, temporary accommodation insurance, and adequate liability insurances <i>and the operator must disclose to the resident whether or not it has any such insurances</i> (b) no change

3. ISSUE – CONTINUED PAYMENTS OF VILLAGE OUTGOINGS

This variation proposes that overheads, such as rates, be covered by the operator’s business interruption insurance when a village is uninhabitable after an insured event. The RVA proposes a new subclause.

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 54
<p>Clause 54 Payments due to the resident on termination or end of occupation</p>	<p>Clause 54 Payments due to the resident on termination or end of occupation</p>
<p>Continuing charges for outgoings</p> <p>54(2) the operator must reduce by at least 50 percent the outgoings charged to the former resident if no new occupation right agreement has been entered into for a former resident’s unit by the later of:</p> <p>a) six months after the termination date, or b) the date the former resident stops living in the residential unit and removes all their possessions.</p>	<p>Continuing charges for outgoings</p> <p>54(2) (no change)</p> <p><i>Additional clause 54(3)</i></p> <p><i>Continuing charges if a unit or village is damaged or destroyed following an insured event</i></p> <p><i>54(3) If a unit or village is damaged or destroyed following an insured event so as to make the residential unit uninhabitable, the weekly fees should cease from the date of the insured event, unless the operator provides temporary accommodation.</i></p> <p><i>Existing clauses 3 to 6 be re-numbered</i></p>

4. ISSUE – THE AMORTISATION¹ OF THE DEFERRED MANAGEMENT FEE (DMF)

(The DMF is also known as the fixed deduction or facilities fee or village contribution.)

The RVA proposes in this variation to clarify the situation of the deferred management fee or fixed deduction during the period after an insured event in which the village is being rebuilt. A new clause 54(7) is proposed.

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 54
<p>Clause 54 Payments due to the resident on termination or end of occupation</p>	<p>Clause 54 Payments due to the resident on termination or end of occupation</p> <p><i>New clause 54(7)</i></p> <p><i>Following an insured event and the unit or village is uninhabitable requiring the resident to move to other accommodation not provided by the operator, the accrual or amortisation of the fixed deduction must be suspended until the resident can be accommodated again in the unit or in a replacement unit. Both the operator and the resident must agree to the reinstatement of the fixed deduction.</i></p>

¹ Amortisation means the continued calculation of the termination payout formula.

Variation 3: Consultation on the variations proposed by the Department of Building and Housing

The following variations have been proposed by the Department of Building and Housing. The Retirement Commissioner is seeking your views on the proposed changes which concern three areas:

- **insurance arrangements**
- **termination of occupation right agreements, including transferring to a new unit**
- **payments and charges.**

Part Two of this consultation document contains a discussion paper prepared by the Department of Building and Housing and provides further detail. There is also a section on additional definitions of key terms relating to insurance.

The Department of Building and Housing has developed potential wording changes to three clauses of the Code of Practice. These are:

- **clause 22: Fire and accidental damage**
- **clause 47: Grounds for termination if the unit is damaged or destroyed through no-fault**
- **clause 54: Payments due to the resident on termination or end of occupation.**

The clauses that the Department of Building and Housing propose varying are tabled overleaf. The proposed new wording is shown in **italics** in the right hand column.

1. ISSUE – INSURANCE ARRANGEMENTS

This variation proposes changes to clarify the insurance requirements of retirement villages by specifying in the Code of Practice what insurance products operators and residents should hold. This variation also proposes who is responsible for temporary accommodation insurance.

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 22
<p>Fire and accidental damage</p>	<p>Fire and accidental damage</p>
<p>22(1) In this clause a reference to an operator includes a body corporate where the retirement village is a unit title development.</p> <p>Insurance cover 22(2) The operator must take out and keep in force a comprehensive insurance policy, or must ensure that a policy is taken out and kept in force. The policy must cover accidental physical loss or damage to retirement village property, including residential units that are owned by residents. The policy must be for full replacement to the satisfaction of the statutory supervisor (if there is one).</p>	<p>Clause 22(1) deleted, Clause 22(2) and 22(3) renumbered.</p> <p>Insurance cover 22(1) The operator must take out and keep in force <i>insurance policies which provide adequate coverage for the retirement village, or must ensure that the insurance policies are taken out and kept in force</i>, to the satisfaction of the statutory supervisor (if there is one). <i>Where the retirement village is a unit title development, one or more of the policies may be taken out and kept in force by the body corporate.</i></p>

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 22
<p>Fire and accidental damage</p> <p>22(3) Where operators are responsible for the insurance, they:</p> <ul style="list-style-type: none"> a) may include business interruption, temporary accommodation insurance, and adequate liability insurances b) must inform the resident what cover is provided in circumstances where the operator is unable to obtain full reinstatement insurance. <p>22(4) Insurance policies must state:</p> <ul style="list-style-type: none"> a) any responsibilities and liabilities each of the operator, residents, and statutory supervisor (if there is one), as the insured parties b) any dollar amount of the excess an operator has to pay if a claim is made c) any exclusions of insurance cover for the insurance policy. 	<p>Fire and accidental damage</p> <p><i>22(2) The insurance policies must:</i></p> <ul style="list-style-type: none"> <i>a) cover fire and accidental physical loss or damage to retirement village property (including all amenities and utilities within the retirement village boundary and units subject to occupation right agreements) and any residential units that are owned by residents, for full replacement</i> <i>b) provide business interruption insurance to the operator to cover loss of income from the retirement village for a minimum of 18 months</i> <i>c) provide adequate liability insurances</i> <i>d) meet any other insurance required by law.</i> <p><i>22(3) The operator must ensure that the insurance valuation of the retirement village property is updated at least every two years. Indemnity insurance is permitted if full replacement insurance is not available. The operator must inform the residents what cover is provided in circumstances where the operator is unable to obtain full replacement insurance.</i></p> <p>22(4) The insurance policies must state:</p> <ul style="list-style-type: none"> a) the responsibilities and liabilities each of the operator, residents, and statutory supervisor (if there is one), as the insured parties b) the dollar amount of the excess an operator has to pay if a claim is made c) any exclusions of insurance cover for the insurance policy.

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 22
<p>Fire and accidental damage</p> <p>22(5) The operator’s insurance policies must:</p> <ul style="list-style-type: none"> a) be clear about the operator’s and the resident’s responsibilities for insuring the contents of the residential unit. The policy must reflect what is written in the occupation right agreement and include any capital improvements or additional fittings provided by the resident b) be available for residents to view on request. <p>22(6) Operators must inform the residents whether they pass on the excess payments to the resident.</p> <p>Repair or reinstatement of property</p> <p>22(7) The occupation right agreement for a residential unit that is owned by an operator must:</p> <ul style="list-style-type: none"> a) provide that, except in certain specified circumstances (if any), if the unit is damaged or destroyed the operator must fully repair or replace it as soon as practicable b) state the circumstances (if any) when a unit that is damaged or destroyed may not be full repaired or replaced c) state the procedure to be followed if the unit is not to be fully repaired or replaced if it is damaged or destroyed. 	<p>Fire and accidental damage</p> <p>22(5) The operator’s insurance policies must:</p> <ul style="list-style-type: none"> a) reflect what is written in the occupation right agreement and include any capital improvements or additional <i>fixtures</i> and fittings provided by the resident b) be available for residents to view at <i>the annual general meeting of residents</i>, and on request. <p>22(6) Operators must inform the residents whether <i>or not</i> they pass on any <i>insurance policy excess amount</i> to the resident.</p> <p><i>22(7) The resident is responsible for insuring the contents of the residential unit, and may (but is not required to) take out any contents insurance policy they consider appropriate.</i></p> <p>Repair or reinstatement of property [deleted]</p>

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 22
Fire and accidental damage	Fire and accidental damage
<p>Temporary accommodation 22(8) The operator must inform residents in the occupation right agreement whether they will provide temporary accommodation or facilities while a residential unit or facility is being repaired or replaced after an insured event.</p>	<p>Temporary accommodation 22(8) The operator must inform residents in the occupation right agreement:</p> <ul style="list-style-type: none"> a) whether the operator will provide temporary accommodation or facilities while a residential unit or facility is being repaired or replaced after an insured event <i>b) how the cost of the temporary accommodation or facilities will be met</i> <i>c) how soon after the insured event the temporary accommodation or facilities will become available.</i> <p><i>22(9) Regardless of whether or not the operator will provide temporary accommodation or facilities, the resident may (but is not required to) take out their own insurance policy providing for temporary accommodation or facilities.</i></p>

2. TERMINATION OF OCCUPATION RIGHT AGREEMENTS, INCLUDING TRANSFERRING TO A NEW UNIT

This variation aims to provide clarity around the process for termination of an occupation right agreement when a unit cannot be rebuilt after an extreme event. It specifies the minimum requirements for what must

be in the contents of the occupation right agreement, specifically how the sums, if any, due to the resident will be calculated on termination. The variation also proposes a safeguard for residents where the operator decides to rebuild but at a location distant to the original site of the village.

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 47
<p>Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault</p>	<p>Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault</p>
<p>47(1) The operator and resident may agree to terminate the occupation right agreement if the resident’s unit or the retirement village is destroyed or damaged beyond repair in specified circumstances set out in the occupation right agreement. For example, it may be that repair or reinstatement of the unit is not practicable because of the extent of the damage or destruction and because:</p> <ul style="list-style-type: none"> a) the necessary building consents cannot be obtained b) the insurance money needed to repair or replace the unit cannot be obtained or is not enough to replace the property damaged or destroyed. 	<p><i>47(1) The occupation right agreement must:</i></p> <ul style="list-style-type: none"> <i>a) provide that, except in certain specified circumstances (if any), if the unit is damaged or destroyed the operator must fully repair or replace it as soon as practicable</i> <i>b) state the circumstances (if any) when a unit that is damaged or destroyed may not be fully repaired or replaced</i> <i>c) state the procedure to be followed if the unit is damaged or destroyed and one or more of the circumstances referred to in clause 47(1)(b) of this Code of Practice apply</i> <i>d) state other matters which are relevant if the unit is damaged or destroyed and one or more of the circumstances referred to in clause 47(1)(b) of this Code of Practice apply.</i>

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 47
<p>Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault</p>	<p>Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault</p>
<p>47(2) The operator must consult the resident to decide whether it is practicable to repair or replace the unit. The operator must follow up in writing, setting out their decisions. Through this process, both parties can work out an agreement to end the contract.</p>	<p><i>47(2) The procedure referred to in clause 47(1)(c) of this Code of Practice must provide as a minimum that:</i></p> <ul style="list-style-type: none"> <i>a) the operator must consult the resident to decide whether it is practicable to repair or replace the unit</i> <i>b) after consultation, the operator must follow up in writing, setting out the decision on whether the unit will be repaired or replaced</i> <i>c) if the operator decides that it is practicable to repair or replace the unit, then the operator will fully repair or replace the unit as soon as practicable</i> <i>d) if the operator decides that it is not practicable to fully repair or replace the unit, that the occupation right agreement is terminated.</i> <p><i>47(3) The other relevant matters referred to in clause 47(1)(d) of this Code of Practice must include as a minimum:</i></p> <ul style="list-style-type: none"> <i>a) if the occupation right agreement is terminated, how the sums due to the resident on termination (if any) will be calculated</i> <i>b) the timeframes for:</i> <ul style="list-style-type: none"> <i>i. consultation</i> <i>ii. notifying the resident of the operator's decision</i> <i>iii. payment of any sums due to the resident on termination</i> <i>c) whether any replacement unit may be constructed on a different site</i>

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 47
<p>Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault</p>	<p>Clause 47 Grounds for termination if the unit is damaged or destroyed through no-fault</p>
	<p><i>d) whether in these circumstances the resident has the option to:</i></p> <ul style="list-style-type: none"> <i>i. transfer to another unit in the same retirement village</i> <i>ii. transfer to another unit in a different retirement village</i> <p><i>e) whether there are any costs to the resident for transferring to another unit.</i></p> <p><i>47(4) Where a replacement unit may be constructed on a different site, or the resident has the option to transfer to another unit in a different retirement village, then in each case the substituted unit must be within 50 kilometres of the current unit (measured as a straight line distance between the two locations).</i></p> <p><i>47(5) If the resident does not accept an option to transfer to another unit in a different retirement village, or a proposal to construct the replacement unit on a different site, then the occupation right agreement is terminated.</i></p> <p><i>An occupation right agreement terminated in this way must be treated the same as a termination under clause 47(2)(d) of this Code of Practice.</i></p>

3. ISSUE – PAYMENTS AND CHARGES

This variation aims to ensure that operators and residents understand the charges that arise in any exit situation. It clarifies the amortisation of fixed deductions during the rebuilding period when a village is being rebuilt.

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 54
<p>Clause 54 Payments due to the resident on termination or end of occupation</p>	<p>Clause 54 <i>Payments and charges on termination, end of occupation or where a unit has been damaged or destroyed</i></p>
<p>Charges for personal services 54(1) The operator must stop charging a resident for personal services on the date the resident stops living permanently in the residential unit.</p> <p>Continuing charges for outgoings 54(2) the operator must reduce by at least 50 percent the outgoings charged to the former resident if no new occupation right agreement has been entered into for a former resident’s unit by the later of:</p> <ul style="list-style-type: none"> a) six months after the termination date, or b) the date the former resident stops living in the residential unit and removes all their possessions. 	<p>Charges for personal services 54(1) The operator must stop charging a resident for personal services:</p> <ul style="list-style-type: none"> a) <i>while the resident is not living in the residential unit, because it has been damaged or destroyed through no fault of the resident</i> b) on the date the resident stops living permanently in the residential unit. <p>Continuing charges for outgoings 54(2) The operator must reduce by at least 50 percent the outgoings charged to:</p> <ul style="list-style-type: none"> a) <i>a resident who is not living in the residential unit, because it has been damaged or destroyed through no fault of the resident</i> b) the former resident if no new occupation right agreement has been entered into for a former resident’s unit by the later of: <ul style="list-style-type: none"> i. six months after the termination date, or ii. the date the former resident stops living in the residential unit and removes all their possessions.

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 54
<p>Clause 54 Payments due to the resident on termination or end of occupation</p>	<p>Clause 54 <i>Payments and charges on termination, end of occupation or where a unit has been damaged or destroyed</i></p>
<p>Fixed deductions (Fixed deduction is also known as a facilities fee, village contribution, or deferred management fee.)</p> <p>54(3) These fixed deduction clauses only apply to contracts entered into after 25 September 2006.</p> <p>54(4) The fixed deduction must not accrue past the date on which the resident is paid the amount payable to them on termination of the agreement.</p> <p>54(5) Details of fixed deductions must be set out in the disclosure statement.</p>	<p>Fixed deductions (Fixed deduction is also known as a facilities fee, village contribution, or deferred management fee.)</p> <p><i>54(3) The fixed deduction must not accrue past the date on which the resident moves out of a residential unit that has been damaged or destroyed through no fault of the resident, if the operator has decided, or subsequently decides, that it is not practicable to repair or replace the unit. [Clause 47(2) (b) of this Code of Practice]</i></p> <p><i>54(4) Clauses 54(5) and 54(6) of this Code of Practice only apply to contracts entered into after 25 September 2006.</i></p> <p><i>54(5) The fixed deduction must not accrue past the earlier of:</i></p> <ul style="list-style-type: none"> <i>a) the date on which the resident moves out of the unit that has been damaged or destroyed through no fault of the resident, if the operator has decided, or subsequently decides, that it is not practicable to repair or replace the unit</i> <i>b) the date on which the resident is paid the amount payable to them on termination of the occupation right agreement.</i> <p>54(6) Details of fixed deductions must be set out in the disclosure statement.</p>

CURRENT WORDING	PROPOSED WORDING CHANGE TO CLAUSE 54
<p>Clause 54 Payments due to the resident on termination or end of occupation</p>	<p>Clause 54 <i>Payments and charges on termination, end of occupation or where a unit has been damaged or destroyed</i></p>
<p>Payment after sale or disposal of the residential unit by the operator 54(6) If an occupation right agreement allows the operator to sell or dispose of the former resident’s unit, the operator must pay all money owing to the former resident no later than five working days after the date the operator receives payment in full from the new resident.</p>	<p>Payment after sale or disposal of the residential unit by the operator 54(7) If an occupation right agreement allows the operator to sell or dispose of the former resident’s unit, the operator must pay all money owing to the former resident no later than five working days after the date the operator receives payment in full from the new resident.</p>

Submissions on Part One: Consultation by the Retirement Commissioner

RETIREMENT VILLAGES CODE OF PRACTICE 2008 SUBMISSION FORM

Name:

Organisation:

Address:

Are you an:

- operator
- resident
- insurer
- statutory supervisor
- other

Please tick if you are happy for us to contact you about your submission.

This submission form is to help you make a submission on the **proposed variations to the Retirement Villages Code of Practice 2008**. Please answer the questions and you can also send additional feedback if you choose.

Please return this form by **5pm Monday 21 November 2011**.

Post:

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Wellington 6144
Attn: Retirement Villages
Code of Practice Consultation

Courier:

Retirement Commissioner
Level 3, 69-71 The Terrace
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Email

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Fax

(04) 499 7397
(please put 'Retirement Villages Code of Practice Consultation' in the subject line).

Official Information Act 1982

Please note that all written responses will be public information. Responses may be the subject of requests for information under the Official Information Act 1982 (the OIA). The OIA specifies information is available on request unless there are grounds for withholding specific information, such as the information is commercially sensitive or personal. Any decision to withhold information requested under the OIA is reviewable by the Ombudsman.

Thank you for your contribution. Note your responses will be shared with the Department of Building and Housing.

QUESTIONS

Variation 1

Proposed by the Association of Residents of Retirement Villages (Auckland Region)

Issue – Repayment of the capital sum should a village be destroyed and not rebuilt

1. Do you support this variation? What are your main reasons for supporting/not supporting this variation?

2. Do you have any suggestions to improve the wording of this variation?

3. Please comment here on any other matters concerning this clause.

Variation 2

Proposed by the Retirement Villages Association

Issue 1 – Repayment of the capital sum should a village be destroyed and not rebuilt

1. Do you support this variation? What are your main reasons for supporting/not supporting this variation?

2. Do you have any suggestions to improve the wording of this variation?

QUESTIONS (CONTINUED)

3. Please comment here on any other matters concerning this clause.

Variation 2

Proposed by the Retirement Villages Association

Issue 2 – Insurance cover disclosure

1. Do you support this variation? What are your main reasons for supporting/not supporting this variation?

2. Do you have any suggestions to improve the wording of this variation?

3. Please comment here on any other matters concerning this clause.

Variation 2

Proposed by the Retirement Villages Association

Issue 3 – Continued payments of village outgoings

1. Do you support this variation? What are your main reasons for supporting/not supporting this variation?

QUESTIONS (CONTINUED)

2. Do you have any suggestions to improve the wording of this variation?

3. Please comment here on any other matters concerning this clause.

Variation 2

Proposed by the Retirement Villages Association

Issue 4 – The amortisation of the deferred management fee (DMF)

1. Do you support this variation? What are your main reasons for supporting/not supporting this variation?

2. Do you have any suggestions to improve the wording of this variation?

3. Please comment here on any other matters concerning this clause.

QUESTIONS (CONTINUED)

Variation 3

Proposed by the Department of Building and Housing

Issue 1 – Insurance arrangements

1. Do you support this variation? What are your main reasons for supporting/not supporting this variation?

2. Do you have any suggestions to improve the wording of this variation?

3. Please comment here on any other matters concerning this clause.

Variation 3

Proposed by the Department of Building and Housing

Issue 2 – Termination of occupation right agreements, including transferring to a new unit

1. Do you support this variation? What are your main reasons for supporting/not supporting this variation?

2. Do you have any suggestions to improve the wording of this variation?

QUESTIONS (CONTINUED)

3. Please comment here on any other matters concerning this clause.

Variation 3

Proposed by the Department of Building and Housing

Issue 3 – Payments and charges

1. Do you support this variation? What are your main reasons for supporting/not supporting this variation?

2. Do you have any suggestions to improve the wording of this variation?

3. Please comment here on any other matters concerning this clause.