

**ORGANISATION NAME**

**DATE**

**Retirement Villages  
Code of Practice 2008 Variations included April 2017**

**1) Business:**

**Contact Person:**

**Position:**

**Phone:**

**2) Date of Audit:**

**Address Visited:**

**3) Lead Auditor:**

**Auditor Recommendation:**

It is my recommendation that the above named provider has achieved accreditation for three years.

It is my recommendation that the above named provider has not achieved accreditation for the following reasons:

**N.B. The final decision regarding accreditation will be made by RVA.**

***The Acts that have direct relevance to Village operations include:***

- ***The Code of residents Rights;***
- ***The Retirement Village Regulations 2006;***
- ***Retirement Village Fees Regulations 2006;***
- ***The Retirement Villages Act 2003***

**4) Introduction**

The scope of this review is to determine the level of compliance of (name of village) to the Retirement Villages Code of Practice 2008 Variations included October 2013.

**ORGANISATION NAME**

**DATE**

5) Village Profile

6) **Evaluation Methods**

The following explains the evaluation methods used.

<i>D</i>	Documentation/record review
<i>I</i>	Interview  STI = Staff interview MI = Manager interview CI = Consumer interview
<i>V</i>	Visual inspection

7) **Progress reports due (use if village is to review/implement changes to practices to meet CoP requirements):**

Criteria	Due date

**ORGANISATION NAME**

**DATE**

**Part 2: General Requirements**

**Policies and procedures, notices, and induction requirements**

Criteria	How is achievement demonstrated (Auditor to complete)	Rating	Corrective Action Plan
<b>8) POLICIES AND PROCEDURES</b>	<p><b>Written policies and procedures</b> 1) The operator must have, maintain, and implement written policies and procedures for each of the 10 topics in Part 3 of this Code of Practice. The policies and procedures must:</p> <ul style="list-style-type: none"><li>a) meet all relevant legal requirements and the requirements of this Code of Practice.</li><li>b) be written in a way that residents can understand.</li><li>c) Be kept at the retirement village or in a location that is accessible to residents.</li></ul> <p>Staffing of retirement village <input type="checkbox"/></p> <p>Safety and personal security of residents <input type="checkbox"/></p> <p>Fire protection and emergency management <input type="checkbox"/></p> <p>Transferring residents within a retirement village <input type="checkbox"/></p> <p>Meetings of residents with operator and resident involvement <input type="checkbox"/></p> <p>Complaints facility <input type="checkbox"/></p> <p>Accounts <input type="checkbox"/></p> <p>Maintenance and upgrading <input type="checkbox"/></p> <p>Termination of an occupation right agreement <input type="checkbox"/></p> <p>Communication with residents <input type="checkbox"/></p> <p><b>Disclosure of policies and procedures to residents</b> 2) The operator must:</p> <ul style="list-style-type: none"><li>a) inform residents and intending residents about the policies and procedures.</li><li>b) be written in a way that residents can understand.</li><li>c) be kept at the retirement village or in a location that is accessible to residents.</li></ul>		

**ORGANISATION NAME**

**DATE**

	<p><b>Review and alteration of policies and procedures</b></p> <p>3) The operator must regularly monitor and review policies and procedures to make sure they are still effective and appropriate.</p> <p>4) The operator must consult all residents in writing before changing any policies, procedures, and systems in a way that will, or may, have a material impact on residents' occupancy or their ability to pay for services and facilities in the retirement village. <i>Section 34(1); Right 3, Code of Residents; Rights.</i></p>		
	Evaluation Methods:		By When: By Whom:

**ORGANISATION NAME**

**DATE**

<p><b>9) INDUCTION IN THIS CODE OF PRACTICE</b></p>	<p>1) The operator must have, maintain, and implement an induction process to inform residents about this Code of Practice. See clause 12.3 for staff induction requirements.</p>		<p>Check the Manager knows about and uses The RVA E-learning training tools:</p> <ol style="list-style-type: none"> <li>1. The Essentials - for all new staff</li> <li>2. Marketing and selling - for those staff attending to this.</li> <li>3. Managing the Village - for all V/Mgrs</li> </ol>
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>
<p><b>10) NOTICES TO RESIDENTS</b></p>	<p>1) The operator must meet the requirements of the Act if giving any notice to a resident. <i>Section 106.</i></p> <p>2) If the operator has to give a notice to a resident in accordance with this Code of Practice, the notice must be in writing. If the resident has a representative then the notice must be sent to the representative.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>
<p><b>11) OPERATOR'S ACCESS TO A RESIDENT'S RESIDENTIAL UNIT</b></p>	<p>1) An operator must inform residents about the circumstances under which the operator has the right to enter a resident's residential unit and the amount of notice which the resident will receive in each case. Circumstances may include:</p> <ol style="list-style-type: none"> <li>a) Emergencies.</li> <li>b) installing, checking and maintaining smoke alarms or specified systems.</li> <li>c) Carrying out minor repairs and maintenance.</li> <li>d) Refurbishing or upgrading the residential unit.</li> </ol> <p>2) Notice may be waived in cases of emergencies. However, in all other cases the notice period must be reasonable and take into account the:</p> <ol style="list-style-type: none"> <li>a) Amount of time that the operator will require access to the unit, and</li> <li>b) Level of disruption to the resident's use of the unit during the access.</li> </ol> <p>3) During this process residents have the right to be treated with courtesy and have their rights respected. <i>Right 7, Code of Residents' Rights.</i></p>		

**ORGANISATION NAME**

**DATE**

	Evaluation Methods:		By When: By Whom:

**Part 3: Minimum requirements to be included in any occupation right agreement**

**Staffing of Retirement Village**

Criteria	How is achievement demonstrated (Auditor to complete)	Rating	Corrective Action Plan
----------	--	--------	------------------------

**ORGANISATION NAME**

**DATE**

<p><b>12) STAFFING POLICIES, PROCESSES, AND PROCEDURES</b></p>	<p>1) If a retirement village has staff, whether paid or unpaid, the operator must have, maintain, and implement written policies, processes, and procedures for staff selection, training, and ongoing supervision.</p> <p>2) The operator’s staffing policy and procedures must set out the:</p> <ul style="list-style-type: none"> <li>a) appropriate qualifications needed for staff employment for specific positions.</li> <li>b) appointment process for staff without appropriate qualifications, if the potential staff member can demonstrate appropriate work experience.</li> <li>c) Appointment process for staff without appropriate qualifications and experience, if the potential staff member demonstrates a willingness to undertake the appropriate training and is willing to be supervised as required.</li> <li>d) Requirement for a recognised first aid qualification for particular staffing positions.</li> </ul> <p>3) The operator must have an induction process to familiarise staff with this Code of Practice, their own staff codes of conduct, and any management practices and what it covers. All staff must complete this process.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<p><b>13) INFORMATION ABOUT STAFF</b></p>	<p>1) All staff will carry identification while on duty so residents can check their identity. The operator must inform residents and intending residents about staff employed at the retirement village, including:</p> <ul style="list-style-type: none"> <li>a) roles</li> <li>b) relevant qualifications (for example, first aid, nursing) and experience</li> <li>c) specific qualifications or training relating to residents with particular needs (for example, strokes, dementia-related conditions)</li> <li>d) skills in communicating with residents with limited ability to communicate (for example, sign language, speech therapy)</li> <li>e) skills in communication with residents who speak languages other than English.</li> <li>f) If staff are on site and, if so, when they are at the retirement village.</li> </ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>
<p><b>14) STAFF QUALIFICATIONS AND EXPERIENCE</b></p>	<p>1) Staff should be appropriately qualified and experienced for their role and the responsibilities to be carried out. The operator must;</p> <ul style="list-style-type: none"> <li>a) Use an appropriate process to select staff.</li> <li>b) Take reasonable steps to make sure that a new staff member is suitable for the position at the retirement village.</li> <li>c) Check a prospective staff member's references and past employment</li> </ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>



**ORGANISATION NAME**

**DATE**

<p><b>15) STAFF SUPERVISION AND ONGOING TRAINING</b></p>	<p>1) The operator must provide ongoing training and ongoing supervision to make sure staff competence is achieved and maintained.</p> <p>2) If a staff member does not meet the requirements for the role they are employed in, they may still be employed by the operator. However, the staff member must:</p> <ul style="list-style-type: none"> <li>a) Be supervised by a suitably qualified and experienced staff member.</li> <li>b) Take part in training to meet the requirements for the role.</li> </ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**Safety and Personal Security of Residents**

<p><b>16) SAFETY AND PERSONAL SECURITY POLICY</b></p>	<p>1) The operator must have, maintain, and implement a written policy that:</p> <ul style="list-style-type: none"> <li>a) Sets out how their own staff codes of conduct, and any management practices for the village and the physical environment (the grounds, facilities, common areas and residential units) help maintain and enhance all residents' safety and security.</li> <li>b) Requires lighting in the retirement village that is appropriate to the size, location, and layout of the retirement village including its grounds, facilities, common areas, and residential units.</li> <li>c) Requires heating capabilities in all habitable spaces as required by the Building Code at the time of construction or alteration of those spaces.</li> </ul> <p>2) The operator must provide a written copy of the safety and personal security policy to residents and intending residents on request.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<p><b>17) SAFETY AND SECURITY PROCESSES, PROCEDURES, AND SYSTEMS</b></p>	<p>1) The operator must have, maintain, and implement the following policies and procedures. These are aimed at maintaining and enhancing the safety and personal security of residents of the retirement village.</p> <ul style="list-style-type: none"> <li>a) A policy that provides for the safety and personal security of residents</li> <li>b) A procedure for reviewing the safety and personal security of residents</li> <li>c) A procedure for responding to all safety and personal security needs of residents and others</li> <li>d) A procedure for residents and others to report accidents, incidents, and hazards in retirement villages</li> <li>e) A Procedure for security if no staff members are present (or a full number of staff is not present) at the retirement village.</li> </ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>
<p><b>18) PERSONAL SECURITY AS A PROMOTIONAL FEATURE IN ADVERTISING</b></p>	<p>1) Promotional material relating to residents' safety and personal security must not include a description of any policy, procedure, or system that a retirement village does not actually have in place or that the operator does not intend to put in place. <i>Section 26.</i></p> <p>2) Any safety or personal security policy, process, procedure, or system that is advertised in promotional material must be maintained to at least the level described for as long as any resident who purchased a residential unit at the time the material was available remains in the village. This applies unless those residents, after consultation, consent in writing to a significant variation or removal of that policy, procedure, or system. For example, an alarm system described in promotional material as being monitored must continue to be monitored unless the residents concerned agree in writing to that system no longer being monitored.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

**Fire protection and emergency management**

<b>19) FIRE PROTECTION AND EMERGENCY MANAGEMENT POLICY</b>	<p>1) The operator must have, maintain, and implement a written policy for fire protection and emergency management that sets out and meets the requirements of this Code of Practice and all applicable statutory requirements, including the following:</p> <ul style="list-style-type: none"><li>a) Building Act 2004</li><li>b) Building Code</li><li>c) Fire Service Act 1975 and associated regulations including the Fire Safety and Evacuation of Building Regulations 2006.</li></ul>		
	<p>2) The operator must give a copy of the fire protection and emergency management policy written in an easily readable format to residents and intending residents on request.</p> <p>3) The operator must clearly instruct all residents and staff in the retirement village’s fire protection and emergency management policy and associated systems and procedures. All staff must be familiar with and participate in this process.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<p><b>20) PROTECTION OF RESIDENTIAL UNITS AND RETIREMENT VILLAGE FACILITIES FROM FIRE</b></p>	<p>1) The operator must have measures and systems in place to protect the residential units, facilities, and indoor areas in the retirement village from fire.</p> <p>2) Except where the residential units are unit-title or cross-lease or are owned by the residents and residents have responsibilities for these matters, the operator must ensure:</p> <ul style="list-style-type: none"> <li>a) That any building with a specified system must have a compliance schedule and an annual warrant of fitness that states the inspection, maintenance, and reporting procedures for that system under the Building Act 2004 and associated regulations</li> <li>b) That the operator must consult the New Zealand Fire Service or an appropriately qualified fire engineer: <ul style="list-style-type: none"> <li>i) during the building design phase of all new retirement villages</li> <li>ii) When alterations to existing residential units, facilities, and common areas of the retirement village require building consent.</li> </ul> </li> </ul> <p><b>Smoke Alarms</b></p> <p>3) The operator must make sure that every residential unit, facility and indoor area in the retirement village is fitted with smoke alarms in a manner that meets the requirements of the Building Code. Residents in unit-title or cross-lease retirement villages or units are owned by the residents should be encouraged to fit smoke alarms in their residential unit.</p> <p>4) The operator must supply, install, and maintain smoke alarms, and:</p> <ul style="list-style-type: none"> <li>a) Check the working order of interconnected smoke detections systems agreed with the building consent authority as a requirement of the compliance schedule (operators can set out in the compliance schedule the testing period)</li> <li>b) Check the working order of other smoke alarms in accordance with the manufacturer’s guidelines or as recommended by the New Zealand Fire Service.</li> </ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

	<p><b>Fire-fighting Equipment</b></p> <p>1) The operator must make sure that:</p> <ul style="list-style-type: none"><li>a) It has in place equipment for dealing with fire and other emergencies at the retirement village as required by the Fire Safety and Evacuations of Buildings Regulations 2006.</li><li>b) Fire equipment is checked and maintained as required by the Fire Safety and Evacuation of Building Regulations 2006.</li></ul> <p><b>Evacuation scheme or procedure</b></p> <p>2) The operator must have an evacuation scheme or procedure in place for the safe, prompt and efficient evacuation of the occupants from the scene of a fire or other emergency, as required by the Fire Safety and Evacuation of Buildings Regulations 2006. The operator must make sure that:</p> <ul style="list-style-type: none"><li>a) Staff are trained and aware of the responsibilities for operating the evacuation scheme.</li><li>b) There are regular fire and evacuation drills</li><li>c) A Written record is made of each fire and evacuation drill and these records are kept at the retirement village.</li></ul> <p>3) The operator must:</p> <ul style="list-style-type: none"><li>a) give a written copy of the evacuation scheme or procedure to residents and intending residents on request</li><li>b) give a written copy of the fire and evacuation drill records to residents and intending residents on request</li><li>c) regularly check and review the evacuation scheme or procedure.</li></ul> <p><b>Emergency response procedure</b></p> <p>4) The operator must have, maintain, and implement a written policy setting out how emergencies in the retirement village are dealt with. This policy should be provided to residents and intending residents on request. Emergencies covered should include: fire, earthquakes, floods, medical emergencies, damage to units or facilities, and security issues. The policy must include the following details:</p> <ul style="list-style-type: none"><li>a) written instructions for residents on the emergency procedure</li><li>b) the emergency procedure for the retirement village shall be practiced and recorded at least every six months, or more</li></ul>		
--	---	--	--

**ORGANISATION NAME**

**DATE**

	<p>often if required.</p> <ul style="list-style-type: none"> <li>c) Who responds in an emergency, and how they are qualified to manage an emergency situation</li> <li>d) Expected response time</li> <li>e) Any charges to the residents, for example security firm callouts.</li> </ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

<p><b>22) FIRE AND ACCIDENTAL DAMAGE</b></p>	<ul style="list-style-type: none"> <li>1) In this clause a reference to an operator includes a body corporate where the retirement village is a unit title development.</li> </ul> <p><b>Insurance Cover</b></p> <ul style="list-style-type: none"> <li>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 residents units that are owned by residents. The policy must be for full replacement to the satisfaction of the statutory supervisor (if there is one).</li> <li>3) Where operators are responsible for the insurance, they             <ul style="list-style-type: none"> <li>a) may include business interruption insurance, temporary accommodation insurance, and adequate liability insurances</li> <li>b) must inform the resident what cover is provided in circumstances where the operator is unable to obtain full reinstatement insurance.</li> </ul> </li> <li>4) Insurance policies must state the:             <ul style="list-style-type: none"> <li>a) responsibilities and liabilities each of the operator, residents, and statutory supervisor (if there is one), as the insured parties</li> <li>b) dollar amount of the excess an operator has to pay if a claim is made</li> <li>c) any exclusions of insurance cover for the insurance policy.</li> </ul> </li> </ul>		
--	--	--	--

**ORGANISATION NAME**

**DATE**

	<p>5) The operator’s insurance policies must:</p> <ul style="list-style-type: none"><li>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.</li><li>b) A certificate of Currency must be provided to residents on request.</li></ul> <p>6) Operators must inform the residents whether they pass on the excess payments to the resident.</p> <p><b>Repair or reinstatement of property</b></p> <p>7) The occupation right agreement for a residential unit that is owned by an operator must:</p> <ul style="list-style-type: none"><li>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</li><li>b) state the circumstances (if any) when a unit that is damaged or destroyed may not be fully repaired or replaced.</li><li>c) State the procedure to be followed if the unit is not to be fully repaired or replaced if it is damaged or destroyed.</li></ul> <p><b>Temporary accommodation</b></p> <p>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>		
	Evaluation Methods:		By When: By Whom:

**ORGANISATION NAME**

**DATE**

<b>23) ACCESS TO RESIDENTIAL UNITS AND RETIREMENT VILLAGE FACILITIES FOR PEOPLE WITH DISABILITIES</b>	1) The operator’s fire protection and emergency management policy must set out how it provides access to, from, and within buildings for people with disabilities, as required under the Building Act 2004 and the Building Code.		
	2) The operator must provide these details in writing to residents and intending residents on request.		
	Evaluation Methods:		By When: By Whom:



**ORGANISATION NAME**

**DATE**

**Transferring residents within a retirement village**

<p><b>24) TRANSFER REQUIREMENTS IN THE OCCUPATION RIGHT AGREEMENT</b></p>	<p>1) If an occupation right agreement allows a resident to transfer from an independent self-care residential unit to a unit in the retirement village where a higher level of care will be provided, it must set out the terms of transfer. The terms of transfer must include, but need not be limited to, the following:</p> <ul style="list-style-type: none"><li>a) the circumstances under which the transfer may be initiated and by whom</li><li>b) whether residents have priority over outside applicants</li><li>c) whether the transfer depends on:<ul style="list-style-type: none"><li>i) a suitable residential unit being available</li><li>ii) suitable care being available</li><li>iii) the resident being assessed as suitable for the available care</li></ul></li><li>d) that residents affected have the right to:<ul style="list-style-type: none"><li>i) be given information on all available options</li><li>ii) have an independent assessment (including a needs assessment)</li><li>iii) be consulted, along with their family or representative.</li></ul></li></ul> <p>2) Residents who are considering a transfer should be made aware that a needs assessment may be required in order to access subsidies administered by other government agencies such as the Ministry of Health and Work and Income.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<b>25) FINANCIAL AND OTHER ARRANGEMENTS IN A TRANSFER</b>	1) The occupation right agreement must set out the financial and other arrangements that apply if a resident transfers from an independent self-care residential unit to a unit in the retirement village where a higher level of care will be provided. These include: <ul style="list-style-type: none"><li>a) any changes in charges to the resident as a result of the transfer</li><li>b) other arrangements for the transfer, such as the physical transfer of the residents and their personal belongings</li><li>c) any other costs incurred by the transfer, and who is responsible for those costs.</li></ul>		
	Evaluation Methods:		By When: By Whom:

**ORGANISATION NAME**

**DATE**

**Meetings of residents with operator and resident involvement**

**Note: in clauses 26-31 if a retirement village has a certificate confirming that it is exempt from appointing a statutory supervisor then any reference to a statutory supervisor in these clauses will not apply.**

<p><b>26) FREQUENCY OF MEETINGS</b></p>	<p><b>Annual general meeting</b> 1) The operator must hold an annual general meeting of residents. This meeting is to receive the retirement village’s financial statements, the statutory supervisor’s report, the maintenance report, and discuss any other matters. The meeting must be held within six months of the retirement village’s most recently completed financial year.</p> <p><b>Special general meeting</b> 2) The operator must call a special general meeting with the residents if: a) the Act, regulations, or this Code of Practice require the operator to obtain the consent of the residents b) other enactments, the residents’ occupation right agreement, or other such documents requirement the operator to get the residents’ collective consent. c) 3) The operator must call a special general meeting for any reason, if asked to do so in writing by: a) not less than 10 percent of the residents of the retirement village b) the statutory supervisor.</p> <p><b>Informal meetings</b> 4) The operator may from time to time call informal meetings of residents to discuss matters about the retirement village.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<p><b>27) PROCEDURES APPLYING TO ANNUAL AND SPECIAL GENERAL MEETINGS</b></p>	<p><b>Notice</b></p> <p>1) The operator must inform every resident and the statutory supervisor in writing of an annual or special meeting, specifying the time, place, and agenda of the meeting. The notice must be given no less than 10 working days before the date of the meeting. The agenda and all papers to be considered at the meeting must be attached to the notice.</p> <p><b>Notice of matters to be decided by vote</b></p> <p>2) If a matter is to be decided by a vote of residents at the annual or special meeting the notice of the meeting must:</p> <ul style="list-style-type: none"><li>a) state the number of residents that need to attend before a vote can be taken</li><li>b) confirm and set out the voting rights of residents, including each resident's right to:<ul style="list-style-type: none"><li>i) vote</li><li>ii) use a representative</li><li>iii) cast proxy votes</li></ul></li><li>c) confirm and set out the voting rights of representatives voting on behalf of a resident, including the representative's right to cast proxy votes.</li></ul> <p><b>Chair</b></p> <p>3) The annual or special meeting must be chaired by the statutory supervisor or a person appointed by the statutory supervisor, or by a person appointed by the majority of the residents who are at the meeting. <i>Retirement Villages (General) Regulations 2006 10 (1)(b)</i></p> <p><b>Roll</b></p> <p>4) Before the start of the annual or special meeting the operator must give the chairperson a list of the names and addresses of all residents.</p> <p><b>General business</b></p> <p>5) The general business part of special general meetings must allow the operator, statutory supervisor, and residents to raise and discuss any matters about the village.</p> <p><b>Records</b></p>		
--	---	--	--

**ORGANISATION NAME**

**DATE**

	<p>6) The operator must make sure that:</p> <ul style="list-style-type: none"><li>a) minutes of the annual or special meeting are taken and kept at the retirement village and made available on request or</li><li>b) all residents are given copies of the meeting minutes within 30 working days.</li></ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<b>28) RESIDENTS' PARTICIPATION IN DECISION-MAKING</b>	<b>Operator must consult residents</b> 1) Residents have the right to be consulted by the operator. Subgroups of residents, or individual residents, are also entitled to be consulted. <i>Right 3, Code of Residents' Rights</i>  2) The operator must consult residents: a) as required in the Code of Residents' Rights and the occupation right agreement. <i>Right 3, Code of Residents' Rights</i> b) About the content of any proposed rules if not already established by the operator, or any proposed amendment or addition to the existing rules by the operator.  <b>Consultation process</b> 3) When consulting residents the operator must: a) give them all the relevant information so they are able to provide informed comment and advice about the matter b) allow enough time for residents being consulted to consider and draw up their comments or advice c) fully consider any comment or advice before reaching a decision.  4) Residents may, individually or as a group, appoint a person or people to represent their views in the consultation process.  5) The operator must not decide a matter before consultation has been completed, but is not obliged to agree with every comment or to act on the advice provided. The operator must consider all responses received with an open mind. The outcome cannot have already been decided.  6) Following consultation the operator must tell residents as soon as reasonably practicable the decision(s) made, with reasons.  7) The consultation process must take into account the operator's need to operate and manage the retirement village effectively and to provide the facilities and services for the benefit of all residents.		
	Evaluation Methods:		By When: By Whom:

**ORGANISATION NAME**

**DATE**

<p><b>29) NOTIFYING RESIDENTS OF INFORMATION ABOUT THE RETIREMENT VILLAGE</b></p>	<p>1) Every resident and intending resident has the right to be given information on any matters affecting, or likely to affect, the terms and conditions of their occupancy. The operator must notify residents of information about the retirement village as required under the Act. <i>Section 34; Right 2, Code of Residents' Rights</i></p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>
<p><b>30) RESIDENTS' COMMITTEE</b></p>	<p>1) Residents have the right to form a residents' committee and agree their own rules for running the committee</p> <p>2) The resident's committee may call a meeting with the operator or its representative. The operator or its representative is expected to attend residents; committee meetings when invited, unless the request is in some way unreasonable (eg, too short a period of notice).</p> <p>3) In villages that have a statutory supervisor the resident's committee may call a meeting with the statutory supervisor. The statutory supervisor is expected to attend residents' committee meetings when invited, unless the request is in some way unreasonable (eg, too short a period of notice).</p> <p>4) If there is no residents' committee the operator or its representative and the statutory supervisor are expected to meet with the residents at the residents' request, unless the request is in some way unreasonable (eg, too short a period of notice).</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<p><b>31) RESIDENT ACCESS TO OPERATOR AND STATUTORY SUPERVISOR</b></p>	<p><b>Access to operator or operator’s contact person</b></p> <p>1) The operator must have, maintain, and implement a process so that residents can contact the operator or their contact person about concerns and issues. The process must allow the operator or the contact person to acknowledge and respond in writing within a reasonable time, depending on the subject. The operator must tell residents in writing about any change to this process.</p> <p>2) The operator must give residents written details of the name of a contact person, when they are available, and how to contact them. <i>Right 2, Code of Residents’ Rights</i></p> <p><b>Access to statutory supervisor</b></p> <p>3) The operator must have a process for residents to contact the statutory supervisor about an alleged breach of a right or to make a complaint. The operator must tell residents about any change to the process, including providing a contact name and details.</p> <p>4) The operator must tell residents in writing of the name of the statutory supervisor and how to contact them. <i>Right 2, Code of Residents’ Rights</i></p>		
	<p>Evaluation Methods:</p>		



**ORGANISATION NAME**

**DATE**

**Complaints facility**

**Note: in clauses 31-36 if a retirement village has a certificate confirming that it is exempt from appointing a statutory supervisor then any reference to a statutory supervisor in these clauses will not apply.**

<p><b>31) Resident may raise an issue or concern informally</b></p>	<ol style="list-style-type: none"><li>1 The operator must have and use a written procedure so that a resident may contact the operator, or its designated contact person, informally about a concern or issue, at any time.</li><li>2 The operator must provide to residents in writing the contact details of its designated contact person and when that person is available. Right 2 Code of Residents' Rights.</li><li>3 The resident must receive an acknowledgment that a concern or issue has been raised and a response to that concern or issue, each in writing and within a reasonable time.</li><li>4 The procedure set out in (1) does not prevent a resident from making a formal complaint under clauses 34 - 36 in the first instance.</li><li>5 The operator must provide to residents in writing any change to the procedure set out in this clause, including any changes to the contact names and details of the operator or its designated contact person.</li></ol>		
<p><b>32) Complaint facility objective and monitoring</b></p>	<ol style="list-style-type: none"><li>1 The objective of an operator's Complaint Facility is to enable every formal complaint to be resolved in a way that is resident-appropriate, objective and fair, quick and cost-effective for the operator and the resident.</li><li>2 A resident may have an issue or concern about the village, the operator, another resident or other matter that the resident wants to raise as a formal complaint, either:<ol style="list-style-type: none"><li>a without first raising the issue or concern informally; or</li><li>b if the resident previously raised the issue or concern informally, because the resident is dissatisfied with the operator's response or the progress towards resolution.</li></ol></li><li>3 Operators must report to the Retirement Commissioner six-monthly in relation to formal complaints for each village. This report must include:<ol style="list-style-type: none"><li>a the number, nature and outcome of formal complaints; and</li></ol></li></ol>		

**ORGANISATION NAME**

**DATE**

<p><b>33) Formal complaints policy</b></p>	<p>b any other matter relating to the operation of the complaints facility that the Retirement Commissioner may require.</p> <p>The operator must have and use a written complaints policy for dealing with an issue or concern that a resident wishes to raise as a formal complaint.</p> <p>The complaints policy must be written in plain English and include:</p> <ul style="list-style-type: none"><li>a. the option a resident has to request that the village’s residents’ committee, if there is one, call a meeting with the operator or statutory supervisor under clause 30;</li><li>b. the option a resident has of raising an issue or concern informally with the operator or its contact person under clause 31 at any time;</li><li>c. an outline of the procedure for making and resolving a formal complaint as set out in clauses 34 to 36 below;</li><li>d. contact details for people or agencies a resident can talk to about a wish to make a formal complaint or a formal complaint already made. These people may include the statutory supervisor, the Registrar of Retirement Villages and the Retirement Commissioner;</li><li>e. an explanation that the complaints policy does not prevent a resident from bringing an alleged breach of the Code of Residents’ Rights to the attention of the statutory supervisor, the Registrar of Retirement Villages, the Retirement Commissioner or any other person;</li><li>f. an explanation of the procedure for referring an unresolved formal complaint to the disputes panel, as set out in clause 35 and 36, by issuing a dispute notice, and on the disputes panel’s ability to award costs; and</li><li>g. an explanation of the procedure for a resident to contact the statutory supervisor about an alleged breach of the Code of Residents’ Rights as an alternative to, or in addition to, making a formal complaint under clauses 34 - 36.</li></ul> <p>The operator must keep a written copy of the complaints policy in a common area for residents or intending residents to access and view at any time, and make available an electronic copy on the village’s website and a resident- accessible intranet, if it has one.</p> <p>The operator must offer to give a written copy of the complaints policy to a resident who advises the operator that they wish to make a formal</p>		
--	---	--	--

**ORGANISATION NAME**

**DATE**

<p><b>34) Making a formal complaint</b></p>	<p>complaint, and at any other time to an intending resident or resident upon request. The operator must offer to explain the steps in the complaints facility to a resident or intending resident who receives a copy of the policy, and is encouraged to use the diagram provided after clause 36 as a communication tool.</p> <ol style="list-style-type: none"><li>1. If a resident wants to raise an issue or concern as a formal complaint, this may be done by either:<ol style="list-style-type: none"><li>a. the resident writing the complaint;</li><li>b. if the resident is unable to write the complaint, a personal representative or another person authorized by the resident writing it on their behalf ; or</li><li>c. if neither of those options are available, then the operator writing the complaint at the resident’s request, based on what the resident tells the operator at the time the resident makes the complaint.</li></ol></li><li>2. In (1)(c) the operator must read the complaint back to the resident to confirm it is recorded correctly and give the resident a reference copy to keep.</li><li>3. In every case, the resident must provide a signed and dated copy of the complaint to the operator or the operator’s contact person.</li><li>4. The operator must provide a written acknowledgement of a formal complaint within five working days of it being received.</li><li>5. The operator must regularly inform a resident who has made a formal complaint about its progress.</li></ol>		
<p><b>35) Procedure for resolving formal complaints</b></p>	<p>Where a formal complaint is made by a resident, the following procedure will apply. (<i>The procedure is set out in a diagram after clause 36.</i>)</p> <ol style="list-style-type: none"><li>1. The operator will first work directly with the resident to resolve the complaint to the resident’s satisfaction.</li><li>2. The operator will suspend taking any proposed action that is the subject of the complaint until the complaint is resolved. The operator may, after consulting with the statutory supervisor, decide that it is in the best interests of the village as a community to continue with the proposed action while the dispute about the action is being resolved.</li><li>3. If a formal complaint is resolved by mutual agreement, or by reference to the statutory supervisor under (4) or by reference to a mediator or independent third party under (6), the resolution must:<ol style="list-style-type: none"><li>a. be recorded in writing;</li></ol></li></ol>		

**ORGANISATION NAME**

**DATE**

	<ul style="list-style-type: none"><li>b. state what actions, if any, are required to be taken, by whom and by when;</li><li>c. set out the terms of any agreement about costs and any other terms; and</li><li>d. be dated and signed by all parties, and copied to all parties</li></ul> <p>4. Where possible the complaint should be resolved to the resident's satisfaction under (1) within twenty [20] working days of it being received by the operator. If the complaint is not resolved the operator must, on behalf of the parties, refer it to the statutory supervisor and ask the statutory supervisor to work with the parties to provide them with an impartial perspective and to recommend a way forward.</p> <p>5. If the complaint is not resolved under (4) within [20] working days of being referred to the statutory supervisor, or if it is not possible to proceed under (4), then the operator must provide the resident with the option of mediation.</p> <p>6. If the resident agrees to mediation:</p> <ul style="list-style-type: none"><li>a. the operator will, on behalf of the parties, refer the complaint to an independent mediator agreed upon by the parties. The mediator must be a member of an alternative dispute resolution agency which is approved by the Retirement Commissioner and listed on the Retirement Commissioner's website. Alternatively, the parties have the option to agree on another independent third party; and</li><li>b. if the parties cannot agree on a mediator the operator will, on behalf of the parties, ask the Retirement Commissioner to select one for the operator to engage.</li></ul> <p>If the resident does not agree to mediation, or if the complaint is not resolved to the parties' satisfaction within [20] working days of the referral to a mediator or other third party, the resident may issue a dispute notice which would require the complaint to go to a disputes panel for resolution.</p> <p>Nothing in clause 35 limits either the resident's right to take the complaint to a disputes panel at any earlier time permitted under the Act, or the right of the resident and the operator to agree to mediation at any time during a dispute panel process.</p> <p>A complaint raised formally under clause 34 is deemed the first referral to the complaints facility for the purposes of section 57 of the Act. A dispute notice may therefore be given up to 6 months after a formal complaint is made.</p>		
--	--	--	--

**ORGANISATION NAME**

**DATE**

<b>36) Costs of mediation</b>	<ol style="list-style-type: none"><li>1. Each party will be responsible for paying any costs they incur in preparing for and attending any mediation.</li><li>2. For mediation between an operator and a resident, the operator will be responsible for paying the cost of the mediator's services. For mediation between residents, the operator and the residents involved will share the cost of the mediator's services equally.</li><li>3. Where a complaint is heard by a disputes panel under the Act, unless the disputes panel decides otherwise, the operator will meet the costs of the disputes panel whether or not the operator is a party to the dispute. The disputes panel is able to award costs in favour of a successful applicant, which may be either operator or resident.</li></ol>		
	Evaluation Methods: Operator must disclose the total complaints process to all new residents and have copies of the complaints process available to all residents upon request.		By When: 1 May 2017 By Whom: Village Operator

**ORGANISATION NAME**

**DATE**

**Accounts**  
In clauses 37-39 any reference to residents includes any people appointed by a resident to look after their affairs (eg an attorney appointed under a Power of Attorney or an enduring power of attorney).

<b>37) FREQUENCY OF ACCOUNTS</b>	1) The operator must have, maintain, and implement a system for invoicing residents the agreed charges for outgoings and/or services.		
	2) The operator must invoice the resident when: a) it is the first payment made under an occupation right agreement b) the amount to be charged has been amended c) the resident request an invoice.		
	3) When an invoice is issued the operator must tell the resident what to do if they wish to query a charge.		
	Evaluation Methods:		By When: By Whom:
<b>38) BREAKDOWN OF ITEMS</b>	1) On invoices to residents, the operator must list charges for items as follows: a) whether the item charged is for services or outgoings b) a break down of what the charge covers c) the date the charge was incurred d) the dollar amount of the charge		
	Evaluation Methods:		

**ORGANISATION NAME**

**DATE**

<b>39) FORMAT OF INVOICES</b>	<p>1) The layout of invoices given to residents must be easy for them to read and understand.</p> <p>2) Invoices must follow a consistent format and include the following details:</p> <ul style="list-style-type: none"><li>a) breakdown of items as under clause 38</li><li>b) total amount to pay</li><li>c) when payment is due</li><li>d) what the resident should do if they wish to query a charge</li><li>e) how the invoice may be paid</li><li>f) where the invoice is to be paid by direct debit or automatic payment, a statement that says that the invoice is for notification only and that the amount will be paid automatically unless queried before a specified date.</li></ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

**Maintenance and upgrading**

**Note: Sections 40-45 apply only to buildings, plant, and equipment that are owned by retirement village operators (referred to as ‘retirement village property’). In villages where the residential units are owned by the residents, the responsibility for maintenance and upgrading must be set out in the occupation right agreement.**

<b>40) GENERAL OBLIGATIONS</b>	1) The operator must maintain all buildings, plant, and equipment in clean and safe working order, suitable for their intended use.		
	2) The operator must ensure compliance schedules and warrants of fitness for buildings are obtained in accordance with the Building Act 2004 and associated regulations.		
	Evaluation Methods:		By When: By Whom:



**ORGANISATION NAME**

**DATE**

<p><b>41) MINOR REPAIRS, MAINTENANCE, AND EMERGENCY REPAIRS</b></p>	<p>1) The operator must have, maintain, and implement a procedure that ensures requests from residents for minor repairs, maintenance, and emergency repairs of retirement village property are actioned without unnecessary delay.</p> <p>2) In particular, the operator must:</p> <ul style="list-style-type: none"><li>a) reply to all non-urgent maintenance requests within five working days and give residents an expected timeframe for the maintenance to be done</li><li>b) tell residents in writing the name and contact details of a person to contact about minor repairs and maintenance requests (this may be the village operator, manager, or other employee of the village)</li><li>c) have, maintain, and implement a process for responding to urgent requests for emergency maintenance of retirement village property.</li></ul> <p>3) Where possible, operators or the person dealing with a maintenance request should tell the resident the name of the company that is doing the work. The contractor representing this company should be encouraged to carry official identification confirming their right to be in the retirement village.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<p><b>42) PERIODIC REVIEW OF MAINTENANCE AGREEMENTS</b></p>	<p>1) The operator must periodically review maintenance agreements for retirement village property. Residents should be consulted in writing about any proposed changes in the services and benefits being provided. They should also be consulted about any changes to the charges that they pay that will or might have a material impact on their occupancy or ability to pay for the services and benefits provided. <i>Right 3, Code of Residents' Rights</i></p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

<p><b>43) FUNDING FOR MAINTENANCE AND PERIODIC UPGRADING OF RETIREMENT VILLAGE PROPERTY</b></p>	<p>1) The operator must ensure that it can afford to maintain the retirement village property.</p> <p>2) The operator must report to the annual general meeting about how it proposes to pay for the maintenance and periodic upgrading of retirement village property. This information must include the operator's responsibilities for the costs of maintaining the residential units.</p>		
---	---	--	--

**ORGANISATION NAME**

**DATE**

	<p>3) The operator must consult all residents in writing of the proposal for funding the costs of maintenance and periodic upgrading will, or may, have a material impact on residents' occupancy or their ability to pay for services and facilities in the retirement village. <i>Right 3, Code of Residents' Rights</i></p> <p>4) If the operator requires residents to contribute to the funding of long-term maintenance and replacement of retirement village property, all money contributed by residents for that purpose must be kept in a separate bank account. This designated bank account should be named 'Residents' Contribution to Maintenance Account' (or similar). The account must only be used to hold residents' contributions to long-term maintenance.</p> <p>5) All deposits, including interest, in the maintenance account must stay in this account until they are used to pay maintenance costs as outlined in the maintenance agreement and the long-term maintenance plan.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

<p><b>44) CONSTRUCTION STANDARDS FOR NEW RETIREMENT VILLAGES OR UNITS</b></p>	<p>1) Building standards for new retirement villages or residential units within existing villages must meet the requirements of the Building Act 2004 and the Building Code.</p> <p>2) The operator must, through the disclosure statement, inform residents and intending residents how the village can meet their current and changing needs so that residents can continue to live in their village of choice. Information provided must include the extent to which the residential units, facilities, grounds, and common areas of the retirement village meet the requirements of the national standards identified in NZS 4121: 2001 Design for Access and Mobility: Buildings and Associated Facilities.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<p><b>45) ALTERATION OF RESIDENTIAL UNITS FOR RESIDENTS WITH DISABILITIES</b></p>	<p>1) The operator must make sure that the occupation right agreement includes statements addressing the following:</p> <ul style="list-style-type: none"> <li>a) the rights of residents with disabilities to alter their residential unit if the units do not meet their needs. <i>Human Rights Act 1993</i></li> <li>b) who is responsible for making the alterations to units for residents with disabilities and for paying the costs</li> <li>c) the effect any such alteration might have on the sale or disposal of the residential unit in the future, including any obligation for the resident to remove an alteration made to cater for a disability, or make any payment instead of removal.</li> </ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**Termination of an occupation right agreement**

<p><b>46) RESIDENT'S RIGHT TO TERMINATE THE OCCUPATION RIGHT AGREEMENT</b></p>	<p>1) A resident must be entitled to terminate their occupation right agreement for any reason and at any time. The resident must give the period of notice specified in the occupation right agreement. If no notice period is specified the resident must give the operator at least one month's notice in writing.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

<p><b>47) GROUNDS FOR TERMINATION IF THE UNIT IS DAMAGED OR DESTROYED THROUGH NO FAULT</b></p>	<p>1) The Occupational Right Agreement must:</p> <ul style="list-style-type: none"> <li>a) Provide that, except in certain specified circumstances (if any), the unit is damaged or destroyed the operator must fully repair it as soon as practicable</li> <li>b) State the circumstances (if any) when a unit that is damaged or destroyed may not be fully repaired or replaced (for example, if repair or reinstatement of the unit is not practicable because of the extent of the damage or destruction or because the necessary building consents cannot be obtained)</li> </ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

	<p>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 the Code of Practice apply.</p> <p>2) The procedure referred to in clause 47(1)(c) of the Code of Practice must provide at a minimum that:</p> <ul style="list-style-type: none"><li>a) The operator must consult the resident to decide whether it is practicable to repair or replace the unit.</li><li>b) after consultation, the operator must follow up in writing, setting out their decision on whether the unit will be repaired or replaced</li><li>c) if the operator decides to repair or replace the unit, then the operator will fully repair or replace as soon as practicable</li><li>d) if the operator decides not to repair or replace the unit, then that the occupational right agreement is terminated.</li><li>e) if the occupational right agreement is terminated in these circumstances, the repayment to the resident will be calculated in accordance with the occupational right agreement. The repayment must be an amount at least equal to the capital sum paid by the resident , less any charges owed to the operator by the resident under the occupational right agreement. Those chages may not include any fixed deduction. The operator and resident may agree a higher repayment in the occupational right agreement.</li></ul> <p>3) The occupational right agreement must specify</p> <ul style="list-style-type: none"><li>a) any costs to the resident for transferring to another unit</li><li>b) the timeframe for consulting and notifying residents of the operators decision on whether the unit will be repaired or replaced following damage or destruction.</li></ul> <p>4) If a residents unit is damaged or destroyed and the operator has decided that it is not practicable to repair or replace that unit, the operator may offer the resident the option to transfer to another unit (either pre-existing or yet to be constructed) in the same retirement village or in another retirement village owned by that operator in reasonable proximity to the original village, with regard to the circumstances giving rise to this situation.</p>		
--	--	--	--

**ORGANISATION NAME**

**DATE**

	<p>5) if the resident does not accept an option to transfer to another unit, the occupational right agreement will be treated as if it has been terminated by the resident and for the avoidance of doubt the payment provisions in clause 47(2)(e) of the CoP shall not apply.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>
<p><b>48) GROUNDS FOR TERMINATION BY THE OPERATOR</b></p>	<p>1) An occupation right agreement may give the operator the right to terminate the agreement on the grounds set out in this clause.</p> <p>2) Residents have the right to challenge the operator’s decision through the complaints process. However, there may be occasions when the operator, after consulting the statutory supervisor, decides that it is in the best interests of the village as a community to continue with the proposed action while the complaint about termination is dealt with.</p> <p><b>Termination on death of a resident</b></p> <p>3) An occupation right agreement is automatically terminated when the resident dies. If the occupation right agreement applies to more than one named resident, the agreement is terminated when the last surviving resident dies.</p> <p><b>Termination on medical grounds</b></p> <p>4) A resident’s occupation right agreement may permit the operator to terminate the agreement if a medical practitioner, after accessing the resident, certifies that the resident’s physical or mental health is such that the resident or other residents cannot live safely in their units. The following conditions apply to this right of termination:</p> <ul style="list-style-type: none"> <li>a) the medical practitioner, who in the first instance should be the resident’s regular medical practitioner or otherwise may be another medical practitioner appointed by the operator, must be independent of the operator</li> <li>b) the assessment by the medical practitioner must take into account: <ul style="list-style-type: none"> <li>i. the care, support, and facilities offered in the village, including the opportunity to transfer to a higher level of care</li> </ul> </li> </ul>		

**ORGANISATION NAME**

**DATE**

	<ul style="list-style-type: none"><li>ii. support services that could be brought in from outside the retirement village to support the resident to remain in their unit</li><li>c) the resident (or support person or holder of an Enduring Power of Attorney for Personal Care and Welfare) may, as part of being consulted on the proposed termination, obtain a second medical opinion and present it to the operator.</li></ul> <p><b>Termination for breach of the occupation right agreement</b></p> <p>5) The operator may have grounds for termination of a resident's occupation right agreement if the resident has materially breached the agreement. The following conditions apply to this right of termination:</p> <ul style="list-style-type: none"><li>a) the operator must have notified the resident in writing of the operator's intention to terminate the occupation right agreement unless the breach is remedied</li><li>b) the operator must have given the resident reasonable time, not less than one month, to remedy the breach</li><li>c) the operator must have taken into account the nature and extent of the breach in determining the time given for the resident to provide a remedy</li><li>d) the resident must have failed to remedy the breach in the time given.</li></ul> <p><b>Termination for abandoning the residential unit</b></p> <p>6) The operator may have grounds for termination of a resident's occupation right agreement on the grounds of abandonment. The following conditions apply to this right of termination:</p> <ul style="list-style-type: none"><li>a) the operator must have made reasonable enquiries and determined that the resident has permanently abandoned the resident unit</li><li>b) the operator must have notified the resident in writing of its intention to terminate the occupation right agreement unless the resident reoccupies the resident unit</li><li>c) the operator must have given the resident at least one month to reoccupy the unit</li><li>d) the resident must have failed to reoccupy the unit in the time given.</li></ul> <p><b>Termination for serious damage to residential unit or serious harm to people</b></p>		
--	---	--	--

**ORGANISATION NAME**

**DATE**

	<p>7) The operator may have grounds for termination of a resident’s occupation right agreement if the resident, intentionally or recklessly, has caused or allowed or is highly likely to cause or allow:</p> <ul style="list-style-type: none"> <li>a) serious damage to the residential unit or facilities, or damage which has become serious because it continues</li> <li>b) serious injury, harm, or distress to the operator or another resident, or to an employee or guest of the operator or the resident <i>Code of Residents’ Rights</i></li> </ul> <p>8) the following conditions apply to this right of termination:</p> <ul style="list-style-type: none"> <li>a) the operator must have notified the resident of its intention to terminate the occupation right agreement unless the damage, injury, harm, or distress is remedied in a specified time that is reasonable under the circumstances. The operator must have taken into account the nature and extent of the damage, injury, or harm in determining the time given for the resident to provide a remedy.</li> <li>b) The resident must have failed to remedy the damage, injury, harm, or distress in the time given.</li> </ul>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

<p><b>49) OPERATOR’S PROCESS FOR EXERCISING THE RIGHT TO TERMINATE THE OCCUPATION RIGHT AGREEMENT</b></p>	<p>1) The operator must comply with the following process before exercising any right to terminate an occupation right agreement.</p> <p><b>Notice of intention to terminate</b></p> <p>2) If the occupation right agreement gives the operator the right to terminate the agreement, the operator must issue a notice of intention to terminate that includes the following information:</p>		
---	---	--	--



**ORGANISATION NAME**

**DATE**

	<ul style="list-style-type: none"><li>a) the date the notice was issued</li><li>b) the specific terms and conditions in the occupation right agreement and this Code of Practice which must be complied with to terminate the resident's occupation right agreement</li><li>c) the proposed grounds for termination, and how they apply to the resident's actions</li><li>d) the process and the timeframes involved, such as periods to remedy or the dispute resolution process</li><li>e) that the resident has the right to information about any matters affecting, or likely to affect, the terms or conditions of their residency <i>Right 2, Code of Residents' Rights</i></li><li>f) that the resident has the right to refer any dispute to a disputes panel <i>Section 53</i></li><li>g) that the resident has the right to involve a support person or people to represent them <i>Right 6, Code of Residents' Rights</i></li><li>h) that the resident, or their representative, has the right to be consulted. This includes the resident or their representative having the right to make representations and have those representations taken into account by the operator. <i>Right 3, Code of residents' Rights</i></li></ul> <p><b>Notice of termination</b></p> <p>3) If the operator has complied with clauses 48 and 49 and still wishes to terminate the occupation right agreement, the operator must issue the resident a written notice of termination. The termination notice must state the following:</p> <ul style="list-style-type: none"><li>a) date issued</li><li>b) grounds for termination</li><li>c) specific terms and conditions in the occupation right agreement and this Code of Practice that entitle the operator to terminate the resident's occupation right agreement</li><li>d) the right of the resident to give a dispute notice under the Act <i>Section 53</i></li><li>e) that the operator may suspend the action if the resident has a complaint about a decision in relation to the occupation right agreement. (The operator, after consulting the statutory supervisor, may decide that it is in the best interests of the village as a community to continue with the proposed action.) <i>Clause 34 of this Code of Practice</i></li><li>f) the period of notice</li></ul>		
--	--	--	--

**ORGANISATION NAME**

**DATE**

	<p><b>Payment on termination by the operator</b> 4) If the operator terminates a resident's occupation right agreement the operator must, within five working days of the date on which the termination takes effect, pay all sums due to the resident. <i>Clause 53 of this Code of Practice</i></p>		
	Evaluation Methods:		By When: By Whom:

<p><b>50) REFURBISHMENT COSTS AND PROCESS</b></p>	<p>1) This clause only applies to occupation right agreements where the operator has the responsibility for the sale of the residential unit.</p> <p>2) If an occupation right agreement entered into after 25 September 2006 says that the resident must pay or contribute to the costs of refurbishing their residential unit after termination, the refurbishment process must be set out clearly in the agreement. The refurbishment process must:</p> <ul style="list-style-type: none"><li>a) set out the terms of the operator's right to enter the residential unit to do the work</li><li>b) identify how the cost will be divided between the operator and the resident</li><li>c) set out the rights (including consultation) and obligations of the former resident (or the estate of the former resident, or the holder of an Enduring Power of Attorney for Property) in the refurbishment process.</li></ul> <p>3) Where an occupation right agreement provides that the resident must pay or contribute to the costs of refurbishment their residential unit after termination, the resident is not required to pay for fair wear and tear:</p> <ul style="list-style-type: none"><li>a) if the occupation right agreement was entered into after 25 September 2006, or</li></ul>		
---	---	--	--

**ORGANISATION NAME**

**DATE**

	<p>b) the occupation right agreement was entered into before 25 September 2006 but after the date was varied to increase the resident's rate of fixed deduction or decrease the resident's share of capital gain upon sale of the unit.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

<p><b>51) OPERATOR'S RESPONSIBILITIES RELATING TO THE SALE OR DISPOSAL OF A VACANT RESIDENTIAL UNIT FOLLOWING TERMINATION</b></p>	<p>1) This clause only applies to occupation right agreements where the operator is responsible for selling the residential unit</p> <p>2) In this clause a reference to former resident also includes their estate or holder of an appropriate Enduring Power of Attorney.</p> <p><b>Operator to seek new resident</b></p> <p>3) Where the former resident has not already been paid all sums due to them, the operator must promptly:</p> <ul style="list-style-type: none"> <li>a) start the process of entering into a new occupation right agreement for the former resident's residential unit in accordance with the former resident's occupation right agreement and this Cod of practice</li> <li>b) take proper steps to market the residential unit</li> <li>c) respond to all enquires about the residential unit in a timely and helpful way</li> <li>d) take all reasonable steps to enter into a new occupation right agreement for the residential unit in a timely manner and for the best price reasonably obtainable.</li> </ul> <p><b>Consultation on marketing of the residential unit</b></p> <p>4) The operator must consult with the former resident about the marketing of their residential unit. As a minimum, the operator must consult the former resident about:</p> <ul style="list-style-type: none"> <li>a) when the residential unit goes on the market</li> <li>b) the general nature of the marketing plan for the residential unit</li> <li>c) the actual charges relating to marketing and sale of the residential unit that the former resident is liable to pay, if any.</li> </ul>		
---	---	--	--

**ORGANISATION NAME**

**DATE**

	<p>5) The operator must keep the former resident informed on at least a monthly basis about progress with the marketing</p> <p>6) If the property is ready for sale immediately after the former resident has removed all of their personal belongings, the operator must immediately supply monthly reports to the former resident about the marketing process.</p> <p><b>Report after three months</b></p> <p>7) If a new occupation right agreement for a unit has not been entered into within three months of the termination date the operator must report in writing to the former resident. The operator must then provide monthly reports until a new occupation right agreement is entered into. The operator’s report must state the steps taken to market the residential unit and the progress made towards finding a new resident.</p> <p><b>Valuation after six months</b></p> <p>8) If a new occupation right agreement for a unit has not been entered into within six months of the termination date the operator must obtain, at its expense, a valuation of the unit to establish a suitable price for marketing it.</p> <p>9) The valuation must be in writing and be done by an independent registered valuer who is experienced in valuing retirement village units.</p> <p>10) If the former resident does not agree with the valuation s/he may obtain a second valuation, which must also be performed by an independent registered valuer. The former resident must pay the cost.</p> <p>11) The operator must market the unit at the price established by the valuation unless the former resident obtains a second valuation that is different. If the former resident has done this, then the operator must consider the second valuation in determining a suitable price.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<p><b>52) RIGHTS OF THE FORMER RESIDENT RELATING TO SALE OR DISPOSAL OF THE VACANT RESIDENTIAL UNIT FOLLOWING TERMINATION</b></p>	<p>1) A complaint may be brought at any time. However, a resident may not take a dispute notice until nine months after the unit becomes available for re-occupation or disposal. <i>Sections 53(1)(3), 55(3) and 57(3)</i></p> <p>2) The occupation right agreement must allow former residents the right to introduce a new resident at any time and set out the terms for doing so. The operator is not obliged to accept any prospective resident who does not meet the normal entry criteria for the retirement village or whose offer to buy does not meet the fair market value (as set out in clause 51 of this Code) or conditions.</p> <p>3) If a former resident or their estate introduces a prospective new resident who then buys the residential unit, the sales costs charged to the former resident or their estate must be the actual costs incurred, and the former resident or their estate must be informed.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

<p><b>53) OPERATOR MAY BUY RESIDENTIAL UNIT</b></p>	<p>1) At any time before entering into a new occupation right agreement with a new resident for the vacant residential unit, the operator may agree in writing to buy the former resident's interest in the vacant unit.</p>		
---	--	--	--

**ORGANISATION NAME**

**DATE**

	<p>2) The price for the residential unit must reflect the former resident’s occupation right agreement or other amount agreed between the operator and former resident. The ‘other amount’ must reflect the market value of similar retirement village properties locally.</p> <p>3) The former resident may request that the operator appoint an independent registered valuer to determine the market value of the residential unit. The former resident or their estate and the operator must each pay half the cost of the valuation. The circumstances under which the former resident can make this request are when the:</p> <ul style="list-style-type: none"> <li>a) occupation right agreement provides for the sharing of any capital gain between the operator and former resident, and/or</li> <li>b) amount due to the former resident is a capital loss and the resident may be liable for meeting that capital loss.</li> </ul> <p>4) The operator must, within 20 working days of the date of the agreement to purchase, pay to the former resident the amount due to them as a consequence of termination of the occupation right agreement.</p>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

<p><b>54) PAYMENTS DUE TO THE RESIDENT ON TERMINATION OR END OF OCCUPATION</b></p>	<p><b>Charges for personal services</b></p> <p>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><b>Continuing charges for outgoings</b></p> <p>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"> <li>a) six months after the termination date, or</li> <li>b) the date the former resident stops living in the residential unit and removes all their possessions</li> </ul> <p><b>Fixed deductions</b></p>		
--	--	--	--

**ORGANISATION NAME**

**DATE**

	<p>(Fixed deduction is also known as a facilities fee, village contribution, or deferred management fee).</p> <p>3) These fixed deduction clauses only apply to contracts entered into after 25 September 2006.</p> <p>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>5) Details of fixed deductions must be set out in the disclosure statement.</p> <p><b>Payment after sale or disposal of the residential unit by the operator</b></p> <p>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><b>Payment after damage or destruction of the residential unit</b></p> <p>7) Clause 54(1) and (2) do not apply to the situation where a residential unit has been damaged or destroyed through no fault of the resident and is uninhabitable. Clauses 54(8) to 54(13) apply to this situation.</p> <p>8) If a residential unit has been damaged or destroyed through no fault of the resident and is uninhabitable, the operator must stop charging for personal services and outgoings from the date of the damage or destruction.</p> <p>9) If a residential unit has been damaged or destroyed through no fault of the resident and is uninhabitable, the fixed deduction must not accrue or amortise to the operator past the date of the damage or destruction, unless the operator is providing temporary accommodation to the resident.</p> <p>10) While the operator is providing temporary accommodation to the resident, the operator may charge for personal services and outgoings relating to that temporary accommodation, and fixed deductions charged to the resident under the occupation right agreement may continue to accrue or amortise to the operator.</p>		
--	---	--	--

**ORGANISATION NAME**

**DATE**

	<p>11) Charges for personal services and outgoings relating to the residential unit, and accrual or amortisation of the fixed deduction may resume once the unit has been replaced and is ready for occupation by the resident, if the occupation right agreement has not been terminated already.</p> <p>12) An operator may not extend or increase the rate of accrual or amortisation of fixed deductions because they have provided a repaired or replacement unit to a resident.</p> <p>13) If a resident's occupation right agreement is terminated because the residential unit is damaged or destroyed through no fault of the resident and the operator has decided not to repair or replace the unit, the operator must pay all money owing to the former resident no later than ten working days after the date the operator or the statutory supervisor receives payment in full under any insurance policy covering the unit. This clause does not remove the operator's obligation to pay all money owing to the former resident if the operator does not receive payment in full under the insurance policy for the retirement village property.</p>		
	Evaluation Methods:		By When: By Whom:



**ORGANISATION NAME**

**DATE**

**Communication with residents**

<p><b>55) COMMUNICATION POLICIES, SYSTEMS, AND PROCEDURES</b></p>	<ol style="list-style-type: none"> <li>1) The operator must have, maintain, and implement written policies and procedures for communicating with residents or intending residents. The operator cannot pass on to a resident the cost of meeting this requirement.</li> <li>2) The operator’s policy must cover how the physical environment and management practices at the retirement village make it possible and easy to communicate with all residents. Examples include:             <ol style="list-style-type: none"> <li>a) large print in written materials</li> <li>b) signs and communication aids that residents can see, hear, or touch to make communication more manageable</li> <li>c) translations in languages other than English</li> <li>d) alternative ways of communicating (audio, video, electronic text, Braille)</li> <li>e) staff communication skills</li> <li>f) availability of an interpreter.</li> </ol> </li> <li>3) The operator must set up a system for informal, regular communication with the residents, for example newsletters and notice boards.</li> <li>4) The operator or a staff member may provide support, if appropriate, but may not act as a representative of the resident.</li> </ol>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>
<p><b>56) COMMUNICATING WITH RESIDENTS FOR WHOM ENGLISH IS A SECOND LANGUAGE</b></p>	<ol style="list-style-type: none"> <li>1) If a resident is not able to easily communicate in English, the operator must - at all times when the rights and obligations of the resident may be affected - use an interpreter who is fluent in both English and resident’s preferred language. The operator must not charge the resident for the cost, if any, of the interpreter.</li> </ol>		
	<p>Evaluation Methods:</p>		<p>By When: By Whom:</p>

**ORGANISATION NAME**

**DATE**

<b>57) COMMUNICATING WITH RESIDENTS WITH LIMITED ABILITY TO COMMUNICATE</b>	1) If the operator is aware that a resident or intending resident has a limited ability to communicate the operator must - at any time when the rights and obligations of the resident may be affected - inform the resident of their right to use a support person or representation. <i>Right 6, Code of Resident's Rights</i>		
	Evaluation Methods:		By When: By Whom:

**AUDITOR** \_\_\_\_\_

<b>EXECUTIVE SUMMARY</b>
1. Where do they excel?
2. Recommendations for Improvement.

## **ORGANISATION NAME**

## **DATE**

Benchmarking Score □

## **Introduction**

The scope of this review is to determine the level of compliance against the Retirement Village Code of Practice 2008 Variations included October 2013.

## **Audit methodology:**

The on-site visit included:

- Entry meeting
- Tour of facility
- Interviews with manager
- Interviews with residents
- Interviews with staff
- Review of policies and procedures and other documentation as required
- Review of a sample of staff files
- Exit interview

## **Evidenced by**

### **Interviewed:**

Manager, Licensee (if appropriate)

Staff

Residents

### **Documentation/records checked:**

Policies and procedures

Residents handbook

Staff education records - not all

Job descriptions/appraisals/contracts - not all

Incidents/accidents register

Informal and Formal Complaints register

Hazards register

Maintenance request records/ maintenance register

Resales records - reporting as required

Smoke alarms - schedule of checks - where appropriate

Emergency call system check schedules - where appropriate

Evacuation procedures - schedules where appropriate

Building WoF - where appropriate

Insurance policy

Minutes meetings (AGM, CQI, staff, residents)

**ORGANISATION NAME**

**DATE**

**Extras**

Medication administration charts - where appropriate

Activities records - if appropriate