



Te Tūāpapa Kura Kāinga
Ministry of Housing and Urban Development

Review of the Retirement Villages Act 2003: Options for change

Summary of feedback

November 2024

Te Kāwanatanga o Aotearoa
New Zealand Government

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Commonly used acronyms / shorthand

ARC	Aged residential care
HUD	Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development
NGO	Non-governmental organisation
ORA	Occupation right agreement
Register	The retirement villages register
Registrar	The Registrar of Retirement Villages
RVA	Retirement Villages Association
RVR	Retirement Villages Residents' Association
The Act	Retirement Villages Act 2003
The Code	Retirement Villages Code of Practice 2008

Executive summary

From 2 August–20 November 2023 Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development (HUD) consulted on the discussion paper, *Review of the Retirement Villages Act 2003: Options for change*. The review considers whether retirement villages legislation remains fit for purpose to ensure an effective balance between the rights and responsibilities of operators and residents, adequate consumer protections for residents and intending residents, and the sector’s ongoing viability.

We received 11,114 submissions. Most submissions (10,839) came from residents who completed a questionnaire distributed by the Retirement Villages Residents’ Association (RVR). Other submissions were sent to HUD from residents and their families, retirement village operators, lawyers, advocacy groups, consumer advocates, industry professionals, stakeholders and government agencies.

Overall, submitters supported the scope of and objectives for the review. Many proposals to update the legislation and align it with sector best practices received high levels of support from all stakeholder groups, including operators, residents and their representative organisations. However, some proposals, such as introducing a mandatory timeframe for repaying residents’ capital sums upon leaving a village, drew differing views with no clear consensus.

The discussion paper covered the main phases of retirement village living (moving in, living in, and moving out) and other general topics, with key themes emerging for each topic area.

Moving in

- There was strong support for simpler and shorter legal documentation for intending residents. Submitters had different views on the options HUD proposed for achieving this, with mixed support for requiring a short village comparison document alongside a disclosure statement.
- There was also strong support for standardising occupation right agreements (ORAs) to make them more accessible, although stakeholders had different views on the level of standardisation.

Living in

- Most submitters supported operators being responsible for maintaining and repairing operator-owned chattels and fixtures in units.
- Most residents and whānau/family of retirement village residents supported establishing an independent scheme for complaints that were not able to be resolved by the operator, while operators preferred retaining the current scheme.
- There was strong support for clear and comprehensive information about access to on-site or affiliated aged residential care (ARC) facilities to help intending residents make informed decisions before moving into a village.

Moving out

- Submitters had different views on the repayment of capital sum proposals. In general, residents supported introducing a maximum timeframe, with most favouring repayments 28 days after a unit was vacated, while operators were opposed to any timeframe. Operators supported interest payments starting from nine months if a unit had not been relicensed.
- There was a high level of support for stopping weekly fees and stopping fixed deductions from accruing any further after a unit was vacated.
- There was also support for limiting situations where operators can share capital losses with residents.

Retirement village definition

- Few issues were raised in relation to the definition in the Retirement Villages Act 2003 (the Act) of retirement villages.

Other topics

- Submitters broadly supported changes to insurance requirements but concerns were shared about the level of cover if a village was destroyed.
- Submitters supported additional protections for residents' capital sums.
- Given the predominance of Pākehā residents, the cultural responsiveness of the sector was difficult to gather feedback on, but some submitters felt more could be done to address the needs of minority groups.
- Stakeholders had different views on whether changes were needed to the roles of government agencies.
- Submitters agreed on making changes to the Act to improve the operation of the retirement villages register (the register).
- Submitters agreed the Retirement Villages Code of Practice 2008 (the Code) needed to be easy to understand but had different views on other improvements.
- There was strong support for clarifying resident obligations to one another through the Code of Residents' Rights.
- Submitters had different views on applying the Real Estate Agents Act 2008 to relicensing retirement village units.

Consultation and engagement

Discussion paper on options for change

HUD released a discussion paper, *Review of the Retirement Villages Act 2003: Options for change* for public consultation from 2 August–20 November 2023. The discussion paper and supporting consultation material were published on HUD's website: www.hud.govt.nz/our-work/retirement-villages-act-regulations-and-codes.

The discussion paper covered topics relating to the three main phases of retirement living – moving in, living in and moving out – as well as other general topics.

The moving in phase covered the legal documents residents receive before moving into a retirement village.

The living in phase covered:

- maintenance, repair and replacement of operator-owned chattels and fixtures
- complaints and disputes
- transfers from independent living to ARC facilities
- minimum building standards.

The moving out phase covered issues related to financial exit matters between an outgoing resident and the village operator:

- the repayment of residents' capital sums
- stopping weekly fees
- stopping fixed deductions from accruing any further
- treatment of capital losses from relicensing.

The key proposals in the discussion paper are provided in Annex A.

How we sought and collected feedback

The public and sector stakeholders were able to make a submission by emailing or posting a response to HUD's survey or using an alternative format if preferred. The consultation was promoted through social media and HUD's stakeholder networks. Hard copies of the discussion paper were sent to libraries and retirement villages. The Registrar of Retirement Villages, Te Tari Kaumātua Office for Seniors and Consumer NZ also circulated information about the review through their networks.

HUD held four public workshops with retirement village residents, operators, other stakeholders and interested parties in Auckland (one in South Auckland and one in North Auckland), Wellington and Christchurch in October and November 2023 to present on the main review proposals and gather feedback.

We held targeted online and in-person meetings with sector bodies, including Age Concern, Community Law Centres Aotearoa and Citizens Advice Bureau.

We met with representatives from the Retirement Villages Association (RVA) and RVR to discuss issues related to the review and held a series of working group meetings with sector representatives to discuss standardising retirement village legal documents.

Submissions received

Submissions received by HUD

HUD received 275 submissions from residents, whānau/family members of residents, operators, sector bodies, operators, lawyers/law firms, other organisations and other individuals with an interest in retirement villages.

Submissions were in a variety of formats, including surveys, emails and letters. Submitters did not have to answer every question. While some submissions gave responses to most or all questions, others focused on one or a small number of topics.

RVR questionnaire

The RVR created and printed its own questionnaire which included selected questions from the discussion paper, chosen for their relevance to residents. The RVR independently distributed their questionnaires to retirement village residents, collected the completed ones and tallied the responses. The 10,577 completed questionnaires and tally of responses to each question were provided to HUD.

HUD officials tallied an additional 262 RVR questionnaires that were not included in the RVR tally. These questionnaires were either sent directly to HUD or passed on by the RVR (where they were received after the RVR's closing date for inclusion in its tally).

The RVR submission notes that 9,774 questionnaires were completed by residents, 262 by whānau/family of residents and 70 by others.

Information on submitters

Tables below show the total numbers of submitters by type, ethnicity and region.

Table 1: Responses by submitter type

Submitter type	Total
Retirement village residents:	10,180
• Submission to HUD (144 submissions)	
• RVR questionnaire tallied by RVR (9,774 submissions)	
• RVR questionnaire tallied by HUD (262 submissions)	
Whānau/family of retirement village resident	291
• Submission to HUD (29 submissions)	
• RVR questionnaire tallied by RVR (262 submissions)	
Retirement village operator	36
Sector body or association	7
Lawyer/law firm	8
Other individual (including “did not specify”)	30
Other organisation/NGO	21
Other (RVR questionnaire)	70
Unknown (RVR questionnaire)	471
Total	11,114

Table 2: Responses by submitter ethnicity

Submitter ethnicity	Number
Pākehā/NZ European	8,137
Māori	71
Pacific Peoples	12
Asian	82
European/UK	1,537
Other	115
Prefer not to say	10
No answer	806
Total	10,770¹

¹ This total does not match the total number of submissions in Table 1 as some submitters selected more than one ethnicity, while others provided no response.

Table 3: Responses by submitter region

This table presents information from submissions sent directly to HUD. Information relating to the submitter's region in the RVR questionnaire was not tallied.

Submitter region	Number
Northland	10
Auckland	81
Waikato	23
Bay of Plenty	32
Gisborne	3
Taranaki	7
Hawke's Bay	9
Manawatū-Whanganui	9
Wellington	38
Nelson-Tasman	17
Marlborough	2
West Coast	0
Canterbury	36
Otago	8
Southland	2
Overseas	2
No answer	18
TOTAL	297²

How we analysed feedback

Quantitative analysis

We aggregated responses to questions in the discussion paper which asked submitters to answer 'yes', 'no' or 'not sure' to a particular question or proposal (for example whether they agreed or disagreed with a proposal) or to express a preference for an option.

The tables in Annex B set out the levels of agreement and disagreement to the proposals in the discussion paper for submissions:

- sent directly to HUD (275 responses)
- in response to the RVR questionnaire tallied by the RVR (10,577 responses)

² This total does not equal 275 because some submitters provided more than one region (mostly organisations who operate in different parts of the country) while others did not provide a region at all.

- in response to the RVR questionnaire tallied by HUD officials (262 responses).

We do not have a table for every question in the discussion paper. This is because some questions sought information or examples, rather than a position on a proposal. We have provided links in the body of the document where there are corresponding tables in Annex B.

Of the 275 responses sent directly to HUD, 185 were in a survey format and 90 were an email or letter. Wherever the views of a submitter were clear, we included their preferences in the aggregated data. We recorded responses as 'no answer/not clear' where submitters did not answer a question, or where they provided comment but did not indicate a clear position on a proposal.

The tables in Annex B show the number of submitters who provided a response to each question. We have calculated percentages for submitters who responded 'yes', 'no' or 'not sure' using the total number of responses for each question.

We have included responses to the RVR questionnaire as separate rows in the tables in Annex B. Because the RVR's questionnaire was a subset of and in some cases different from the HUD consultation questions and options, the responses could not be added together.

We have used the figures and percentages provided by the RVR for the 10,577 questionnaires it tallied in Annex B. The figures and percentages match those included in the RVR's own submission to HUD. Officials spot checked a sample of the RVR questionnaires for assurance that the tallied numbers provided was robust, but we did not re-calculate the RVR's tallies.

HUD officials tallied a further 262 questionnaires that were either sent directly to HUD or were passed on by the RVR where it received responses after its internal deadline. The results are presented in Annex B.

The percentages for the RVR questionnaire were calculated in a different way – using the total number of respondents overall, rather than the number of respondents who provided a 'yes', 'no' or 'not sure' answer for each question. In other words, respondents who did not provide any answer to a question were included in the percentage calculations.

Where we have compared percentages in the body of this document between the 275 responses and submissions sent to HUD and responses to the RVR questionnaire, for simplicity we have used the percentages from the RVR's tally of 10,577 submissions. We have not included the 262 questionnaires that HUD tallied in body of the document, but all percentages are provided in Annex B.

Data for the responses sent to HUD are broken down by stakeholder type in Annex B, whereas responses to the RVR questionnaire are presumed to all be from or on behalf of residents.

Qualitative analysis

We collated and assessed written comments included in submissions along with feedback received through our workshops. To incorporate written comments in the RVR questionnaires (which were in hard copy) in our analysis, officials typed up written comments to create electronic versions.

Feedback was grouped by topic area and the associated questions in the discussion paper so we could identify and understand key themes, including where themes differed by stakeholder type. All written comments on a question, regardless of how the submission was provided or whether it was provided to the RVR or HUD directly, were considered in our qualitative analysis. For some questions, we analysed thousands of written comments.

This summary document provides an overview of the levels of agreement and disagreement with proposals in the discussion paper, a summary of the key themes that were raised in written comments, and the main points that were raised in response to questions that asked for information or feedback.

To illustrate some of the key themes and points made on various topics and questions, we have included quotes throughout this summary. We have also identified the views and preferences of sector peak bodies (the RVR and RVA) whose submissions offer a collective perspective from the members they represent.

Part A – Review overview

What we consulted on

Questions 1–2 sought feedback on the scope and objectives of the review and asked how the proposed changes, both individually and collectively, might impact different parts of the sector. Question 3 asked about Māori interests in and experiences with retirement villages.

The RVR questionnaire did not include questions on the Part A – Review overview.

What you told us

Strong support for the scope and objectives of the review (question 1)

We received responses from 189 submitters to this question. Of those, 87.3 percent agreed with the scope and objectives of the review, 6.9 percent did not agree and 5.8 percent were not sure.

The key theme that emerged in written comments across all stakeholder types was that the Act was twenty years old and overdue for review. Another theme was that current legislation was not appropriately balanced. Te Ara Ahunga Ora – Retirement Commission and Consumer NZ were among submitters who supported a full legislative review to ensure contract terms were fair and provided adequate consumer protections.

The RVR supported the scope of the review, noting it aligned with issues identified in the Retirement Commission’s White Paper (2020/21). It emphasised the importance of protections and fair outcomes for residents, intending residents and their families.

The RVA noted the importance of regulatory settings that support growth, innovation and consumer choice within the sector. The RVA submitted that several proposals in the consultation paper could have the opposite effect if implemented, potentially restricting growth and innovation and reducing consumer choice.

“We are supportive of a review of the retirement village regulatory framework, given that it has now been twenty years since the Retirement Villages Act 2003 was passed, and the retirement village industry has developed significantly during this time.” **[Operator]**

“We agree with the scope and objectives of the Review. Many parts of the Retirement Villages Act 2003 are not fit for purpose and need to be updated.” **[Resident]**

We fully endorse changes to protect older residents while not compromising the sustainability of the services being delivered **[Other organisation/NGO]**

Potential impact of proposals on smaller and not-for-profit villages (question 2)

We received around 85 responses with feedback on how the proposals might impact different parts of the sector. The key theme was the potential impact of proposals on smaller and not-for-profit villages. Many comments noted the impact of introducing a capital repayment timeframe, which could increase the risk of smaller and not-for-profit operators exiting the industry, resulting in less choice for future residents.

The RVA expressed concern that several proposals in the consultation paper could restrict growth, stifle innovation and reduce consumer choice if implemented.

The RVR believed the proposed changes would not disproportionately impact the preferred business model of operators, regardless of their type. It submitted not-for-profit operators should not be treated differently from other operators.

“Large multi-centre providers have differing problems from those of single location providers.” **[Resident]**

“While we welcome the review and support a number of the proposals, as a small operator in the retirement living industry, some of the proposals, if implemented, have the potential to make our retirement village operation unsustainable. Given our modest profits are utilised to support our aged care and social services activities, there is also a real risk that our entire operation including our social services activities could be jeopardised.” **[Operator]**

Incompatibility of the retirement village model with Māori cultural preferences (question 3)

We received approximately 30 responses to this question. No individual submitters who identified as Māori responded.

A common observation among residents, operators and stakeholders was the perceived incompatibility of the retirement village model with Māori cultural preferences and needs. Submitters noted the low number of Māori in retirement villages was in part due to cultural traditions of caring for extended whānau within the community.

Partnership opportunities and consultation with iwi was another less common theme. An operator provided an example of partnering with local iwi at the beginning stage of new developments to ensure that local customs were followed, and that the cultural heritage of the land was appropriately acknowledged.

Some residents referenced Te Tiriti o Waitangi and its principles, noting that upholding Treaty obligations involves protecting Māori interests and wellbeing as they age.

“Elderly parents living separately from their children, either in their own homes, in retirement villages, or aged care facilities is a unique aspect of western culture. Many cultures embrace multi-generational families which is why Māori, Indian, Chinese, and Filipino people are generally not interested in retirement villages.” **[Whānau/family of retirement village resident]**

“As Not for Profits operating in regional areas there is a significant and increasing demand from Māori regarding rental units operating in retirement villages”. **[Operator]**

“It would be good to see a mandatory requirement for designers to consult with mana whenua, and if possible, incorporate some co-design elements. ...this... could be a good way to make these villages more accessible to Māori.” **[Resident]**

Part B – Moving in

Disclosure statements

What we consulted on

Question 4 sought feedback on proposed options for new disclosure documents:

- option 1 – two documents: a village comparison and information statement
- option 2 – a new shorter disclosure statement
- neither of these.

Questions 5–7 sought views on:

- whether any information was missing from proposed documents (provided in appendices to the 2023 discussion paper)
- whether proposals to deal with false and misleading statements and inconsistency between disclosure documents and ORAs would address key issues
- other suggestions for improving the disclosure regime.

The RVR questionnaire did not include questions on disclosure statements.

What you told us

Support for shorter, simpler disclosure documents but mixed views on the options to achieve this (question 4)

We received responses from 194 submitters on options for disclosure statements. Of those, 34 percent of submitters preferred option one, 53.1 percent preferred option two, 4.1 percent preferred either/both and 8.8 percent did not agree with either option.

The main theme from written comments was strong support across all stakeholder types for disclosure statements that were shorter, easier to understand, transparent and more user-friendly than many existing disclosure statements. For example, Consumer NZ submitted that to serve its intended purpose, a disclosure statement needed to be in plain language without complex legal jargon, and only contain key information that was necessary and relevant. The Retirement Commission noted it needed to be easy to compare the terms of different villages.

Submitters who preferred option 1 in the discussion paper highlighted advantages of a shorter overview document that could be used to more easily compare different village offerings and terms. Those who preferred option 2 considered that two separate documents could lead to duplication and increase the volume of information intending residents would need to engage with.

Sector peak bodies had different views on proposed options. The RVR supported option 1 to provide intending residents with easy, comparable access to information in the early

stages of decision making. It noted the importance of the documents being available online.

The RVA preferred option 2. It submitted that the suggested village comparison form which HUD provided in an appendix to the discussion paper, required too much information for intending residents to compare different village offerings easily. However, the RVA said it did not object in principle to having a summary document and referred to the two-page key terms summary it encouraged RVA members to use.

A common theme in submissions from operators (and the RVA) was concern that any standardised format would not work for villages with non-standard offerings as it could reduce operators' ability to offer bespoke products, and any page or word limit could lead to important information being left out. The RVA noted that reducing the duplication of information contained in ORAs would reduce the length of disclosure statements.

“The move into a retirement village has two factors, it is probably the last major financial transaction the resident will make, and it usually has a different financial model that the resident has previously been used to (buying and selling property or renting). A clear simple language village comparison will provide the potential resident with the information they need to make a very important decision at the latter stages of life.”

[Sector body or association]

“A shorter version would be great, but the document needs to have sufficient information and detail for residents/families to make an informed decision.” **[Operator]**

“Current disclosures ensure that a prospective resident can be comprehensively informed about the village at the point in time that they purchase. To shorten this would, in our opinion shortchange residents who do want the full disclosure.” **[Operator]**

There were mixed views on information to be included in disclosure documents (question 5)

We received responses from 161 submitters to this question. Of those, 28 percent felt information was missing from the proposed disclosure documents HUD provided in appendices to the discussion paper, 30.4 percent did not consider there was information missing, and 41.6 percent were not sure.

Suggestions for additional information included:

- details on which chattels were included with the unit and who was responsible for their maintenance and repair
- information on recent unit sales in the village
- the number of complaints received and the number of unresolved disputes
- policies related to how often outgoings or weekly fees can be increased
- information on any bespoke fixed deductions (deferred management fees)
- an exit payment calculator
- information on policies and costs associated with transferring units
- the number of standard and premium ARC rooms, the availability of short-term care, arrangements for couples where one needs ARC

- the number of residents who had not been able to access ARC within the village, and number of couples split up due to differing health needs
- the village's policy on assisted dying
- a village site plan.

A majority agreed the proposals to deal with false or misleading statements would address issues (question 6)

We received responses from 169 submitters to this question. Of those, 59.2 percent agreed HUD's proposals for improving regulatory tools to deal with false and misleading statements and inconsistencies with ORAs would address the issues outlined, 16 percent did not agree and 24.9 percent were not sure.

Submitters who supported the proposals said that enhanced regulatory tools for addressing false or misleading statements would help residents hold operators to account, and current penalties were an insufficient deterrent. Submitters who did not support the proposals said they were unnecessary and replicated existing provisions in the Fair Trading Act 1986.

Sector peak bodies did not support HUD's proposals but for different reasons. The RVR submitted the proposals did not go far enough to ensure adequate protections and the Act needed stronger remedial options for misleading statements or undertakings, such as the right to cancel an ORA and/or receive compensation.

The RVA considered the status quo should remain, as action relating to misleading statements can be made through the dispute resolution process, the Disputes Tribunal or the courts, in addition to action under the Fair Trading Act 1986. It noted the Registrar and statutory supervisors already had powers to deal with advertising that was inconsistent with legislation. This view was broadly shared by operators who provided submissions.

"Yes, strengthen or amend the power of the Registrar to take action against an operator if they consider that a registered document or advertisement is likely to mislead or confuse." **[Resident]**

"It needs to be easy for a resident to make complaints against an operator, or its agent, for making a false or misleading statement as this appears to happen too often. However, the relevant authority must have appropriate powers to address these issues." **[Other organisation/NGO]**

"...residents are already protected in respect of false or misleading statements under the Fair Trading Act, and in practice utilise the existing complaints and dispute resolution processes..." **[Operator]**

Additional suggestions for improving the disclosure regime (question 7)

We received suggestions from around 60 submitters about ways to enhance the retirement villages disclosure regime. Suggestions included:

- including a timeline for the completion of any future buildings and facilities
- minimising duplication between disclosure statements and the Code of Practice

- improving training for salespeople to ensure they are well-informed and provide accurate information.

The RVA suggested disclosure documents include a statement that the information was correct at the time of publication but subject to change because operators need flexibility to adjust and develop village amenities and facilities over time.

However, residents wanted assurance they can rely on undertakings in disclosure statements. The RVR supported strengthened remedial options where undertakings that do not eventuate cause residents' loss or harm.

“It should be made clear from the outset what accommodation is available now and when a care facility is to be available and whether existing serviced apartments or hospital wings will be upgraded and available in the future.” **[Resident]**

“The nature and purpose of disclosure statements should also be understood. Some of the information (particularly regarding services and facilities) in a Disclosure Statement is a ‘snapshot’ of a village at a particular point in time (while residents may remain in occupation in a village for an extended time). Villages need to be able to evolve and change their offerings (consulting with residents and obtaining the consent of the statutory supervisor where required) and villages need to have flexibility to change their designs to suit residents’ wishes, resource consents, other consents, available funding and change of ownership or direction.” **[Operator]**

Occupation right agreements

What we consulted on

Question 8 sought feedback on options for standardising ORAs:

- option 1 – standardising the format
- option 2 – standardising both the format and some of the terms
- neither of these.

Questions 9–14 sought feedback on:

- terms within ORAs that should be standardised
- types of retirement villages where standardised ORAs might not work
- ORA terms that could be considered unfair
- a specific power to declare ORA terms unfair
- ORA terms that might breach a resident’s privacy
- conveyancers providing legal advice on ORAs.

The RVR questionnaire did not include any questions on ORAs.

What you told us

Strong support for standardising the ORA format and some terms (question 8)

We received responses from 198 submitters on options for ORAs. Of those, 9.6 percent supported option 1, standardising the ORA format, 75.3 percent supported option 2,

standardising the ORA format and some terms and 15.2 percent did not agree with either option.

The main reasons submitters gave for supporting option 2 included that it would allow for easier comparisons between villages and for ORAs to be easier to understand. The RVR, Corporate Trustees Association and Consumer NZ were among the stakeholders that supported option 2. Submitters who did not support either option (mostly operators and the RVA) considered any standardisation of ORAs would not be practical or workable (including for villages that offered different models from the predominant model) and would not allow enough flexibility for villages to differentiate their offering.

“Each village has its own unique offerings and standardising ORAs or its terms would limit flexibility to respond to market conditions or include unique terms for individual residents’ circumstances and would limit commercial innovation generally.” **[Operator]**

“Standardisation will enable clarity and allow comparison between what villages are offering.” **[Resident]**

Mixed views on standardised ORA terms (question 9)

We received around 100 responses on terms that could be standardised. There was no clear consensus among submitters on standardising terms in ORAs. Submitters either suggested standardising some terms from the proposed lists in Appendix 5 of the discussion paper, standardising different terms, or provided other suggestions, such as taking a more tailored approach rather than a blanket adoption of standard terms.

Sector peak bodies expressed mixed views. The RVR advocated for standardising all the terms set out in Appendix 5 of the discussion paper. The RVA considered a standardised layout was impractical but saw potential for a separate ‘standard terms’ sheet for ORAs. It emphasised these terms should be industry-wide and not restrict operators from detailing their offerings.

“Including standardised terms will result in an easier document to understand without going back into other documents.” **[Resident]**

“There are already some standardised sections in the ORA, for instance, operators’ grounds to terminate, procedure if there ceases to be a statutory supervisor. Beyond this we do not support the standardisation of ORAs. Standardisation is in contravention to ... the ability to provide a range of retirement housing options and consumer choice.” **[Operator]**

Most submitters were unsure whether standardised ORAs would not work for some types of villages (question 10)

We received responses from 170 submitters to this question. Of those, 24.7 percent agreed that a standardised format would work for all types of villages, 17.1 percent did not agree and 58.2 percent were unsure.

Sector peak bodies expressed different views. While the RVR supported standardisation, the RVA’s position was that the best way to ensure clarity for intending residents was to allow operators to develop their own ORA.

“Possibly more of the smaller and/or community-run facilities that offer alternative types of contracts or services may not fit so easily into a standardised format.” **[Resident]**

“Every business has a different business model, and some operators would struggle to meet the requirements of a standardised model.” **[Operator]**

“... a standardised format will not work for villages that do not fit the ‘standard’ licence to occupy model such as unit title villages, villages where residents share in the capital gain and villages where the fixed deduction is calculated in any way other than as a percentage of the capital sum.” **[RVA]**

Submitters thought there were terms in ORAs that were unfair to residents (question 11)

We received responses from 156 submitters to this question. Of those, 60.3 percent considered there were terms included in ORAs that could be considered unfair to residents, 10.9 percent did not think there were and 28.8 percent were not sure. This question was not included in the RVR questionnaire.

Consumer NZ noted it had previously highlighted ORA terms that it considered were unfair to residents. Given there was little room for negotiation, Consumer NZ said intending residents were unlikely to find better alternatives in the market; with growing demand for retirement villages, there was no incentive for operators to offer more favourable terms for residents without minimum requirements in legislation.

Some submitters provided examples of what they considered could be unfair terms. These included charges for repairs to operator-owned chattels, sharing capital losses without sharing capital gains, fees and outgoings after a unit was vacated, delayed capital repayment without interest, entry to units without notice, access to personal health information, transfer arrangements and fees, insurance policy terms, access to services not provided by the village and restrictions on who can share units.

“There are a large number of unfair terms such as repair and maintenance, re-payment of capital on exit and fees stop on exit. The whole document needs an overhaul.” **[Resident]**

“We do not consider there are any terms that could be considered unfair to residents in terms of the regime set out in the Fair Trading Act 1986 for unfair contract terms.” **[Operator]**

“A prime example is a term that requires residents to continue paying outgoings beyond the date they cease to occupy a unit. Such provisions do not incentivise the operators to act with any speed or in a prudent manner in dealing with a unit following the resident's departure.” **[Lawyer/law firm]**

Majority support for a power in the Act to declare certain ORA terms unfair (question 12)

We received responses from 175 submitters to this question. Of those, 61.7 percent supported the proposal that a specific power was included in the Act to declare ORA

terms unfair and unenforceable, 19.4 percent did not support this proposal and 18.9 percent were not sure.

Residents and whānau/family of retirement village residents broadly supported adding a specific power to the Act to declare ORA terms unfair and unenforceable, primarily to strengthen resident protections. Some submitters noted that individuals cannot take action under the Fair Trading Act 1986.

Suggestions for who should hold this power included HUD, the Ministry of Business, Innovation and Employment, the Ministry of Social Development, the Retirement Commissioner and the Registrar. Another suggestion was expanding the powers held by dispute panels, which can already amend an ORA term that does not comply with the Code.

Where operators, the RVA, and other submitters did not support the proposal, it was because they felt there were already sufficient provisions in the Fair Trading Act 1986.

“These are a complex set of documents and care needs to be taken to ensure the balance of the combined effect of all the documents is maintained. That said I still feel the Registrar should have the capacity to declare certain terms to be unfair. Care must be taken to ensure the impact of all documents, such as the deed of supervision, is taken into account. The operator should have the right to appeal the Registrars decision.” **[Resident]**

“ORAs are covered by the unfair contract terms regime under the Fair Trading Act 1986 as standard form consumer contracts.” **[Lawyer/law firm]**

Most submitters were not sure whether there were ORA terms that breach a resident’s privacy ([question 13](#))

We received responses from 161 submitters to this question. Of those, 24.2 percent agreed there were ORA terms which may breach a resident’s privacy, 19.9 percent did not agree and 55.9 percent were not sure.

Those that agreed gave examples such as accessing medical records and disclosing personal information like names, addresses, emails and mobile numbers.

The RVA noted that all operators are bound by the Privacy Act 2020 and there was no need to have additional provisions in retirement village legislation.

“Health information is personal information but is sometimes required in the retirement village industry to determine, for instance, a current resident’s ability to stay on in an independent living village following changes to their health, staying on with additional in house or outsourced, services or require moving to a care based facility. ORAs should contain a statement that the Privacy Act 2020 applies to any personal information held by operators.” **[Operator]**

“It would be beneficial if requirements were standardised to clarify which documents can be requested and held, and clearly state the purpose for which they are held and the parties that may receive the information. Where care is required urgently for a resident, details of the attorney are necessary, and the operator should hold those details.” **[Lawyer/law firm]**

“Some ORAs allow the operator access to a residents’ personal health information directly from health agencies. This is contrary to the principles of the Privacy Act 2020. ORAs should contain a statement that the Privacy Act 2020 applies to the collection, storage and use of any personal information held by operators.” **[Resident]**

Mixed views on conveyancers providing legal advice on ORAs (question 14)

We received responses from 174 submitters to this question. Of those, 43.7 percent felt that conveyancers should be able to provide legal advice to intending residents before they sign an ORA, 38.5 percent disagreed and 17.8 percent were unsure.

Submitters who supported conveyancers providing legal advice on ORAs highlighted potential benefits such as lower expenses, broader consumer choices and specialised knowledge. The New Zealand Society of Conveyancers noted that the benefits for intending residents included continuity of legal advice in situations where a conveyancer had advised residents on the sale of their previous home.

Those who disagreed noted the decision to enter an ORA had significant consequences and the requirement to obtain legal advice was an important consumer protection. The RVA’s position was that only New Zealand qualified and registered lawyers should be able to advise incoming residents.

“A qualified lawyer has specific training and experience in contractual matters, which a conveyancer does not.” **[Resident]**

“We agree that conveyancers already undertake many of the same tasks and or have transferable skills that are required in their everyday practice when undertaking legal work to create, vary, transfer or cancel a property interest or right...” **[Sector body or association]**

“While ORAs are about places to live they are more commercial than residential; they bear little comparison to a standard form agreement for sale and purchase.” **[Lawyer/law firm]**

Part C – Living in

Maintenance of operator-owned chattels and fixtures

What we consulted on

Questions 15–17 sought feedback on proposals to make operators responsible for maintenance and repairs of chattels and fixtures they own, including the direct costs (except where the resident or their guest causes intentional or careless damage or loss).

Questions 18–21 sought feedback on:

- terms related to ‘fair wear and tear’
- replacing or upgrading operator-owned chattels and fixtures when they wear out
- applying the proposals to existing ORAs.

What you told us

Very strong support to amend the definition of ‘retirement village property’ (question 15)

We received responses from 194 submitters. The majority (89.2 percent) supported the proposal to amend the definition of ‘retirement village property’ to specifically include operator-owned unit chattels and fixtures, 8.8 percent did not support the proposal and 2.1 percent were unsure.

This question was included in the RVR questionnaire; 91.4 percent of respondents said yes to amending the definition while 2.7 percent said no, and 6 percent were either unsure or did not answer the question.

Strong support for operators to provide a list of operator-owned chattels and fixtures and their condition to intending residents (question 16)

We received responses from 201 submitters. A high majority (89.1 percent) agreed that operators should be required to provide a list of operator-owned chattels and fixtures, 9.5 percent disagreed and 1.5 percent were unsure.

This question was included in the RVR questionnaire; 96.3 percent of respondents said yes while 1.2 percent said no (2.6 percent were either unsure or did not answer the question).

The RVA partially supported this proposal, noting a recently adopted voluntary remit that operators provide residents with a list of operator-owned chattels. However, it had concerns about the practicality of including fixtures (broadly, items attached to the unit) in a chattels list, which would result in an extensive list, would be time consuming to compile and of limited benefit. ‘Condition’ was also considered to be subjective, and age was suggested as a better measure to include.

The RVR’s view was that a list provided clarity and helped to avoid unfairness and disputes.

Strong support for operators being responsible, and meeting the costs, for maintenance, repairs and replacement of chattels and fixtures they own (question 17 and question 19)

We received responses from 208 submitters on the proposal to assign responsibility for maintenance and repairs of operator-owned chattels and fixtures to the operator (question 17). Of those who answered, 85.6 percent agreed, 13 percent disagreed and 1.4 percent were not sure.

This question was included in the RVR questionnaire; 96.6 percent of respondents said yes while 1.4 percent said no (1.9 percent were either unsure or did not answer the question).

We received responses from 209 submitters on the proposal to require operators to meet the cost of replacement and upgrades of operator-owned unit chattels and fixtures (question 19). Of those who answered, 87.6 percent agreed, 10.5 percent disagreed, and 1.9 percent were not sure.

This question was also in the RVR questionnaire; 91.3 percent of respondents said yes, 4.2 percent said yes up to the proportion of capital gain kept by the operator,³ and 2.2 percent said no to both options (2.4 percent were either unsure or did not answer the question).

We received written comments from over 4,000 submitters relating to chattels and fixtures (through submissions made to HUD and through the RVR questionnaire). Most submitters supported requiring operators to take responsibility for the maintenance, repair and replacement of chattels and fixtures they own, including meeting the costs. Support came from a wide range of submitters, including residents and their whānau/families, legal representatives, other organisations and some operators.

Submitters highlighted different practices across the sector; some gave examples of operators who already took responsibility for maintaining, repairing and replacing chattels and fixtures in resident units, while others felt this was a grey area with a lack of clarity around operator and resident obligations.

Fairness and equity were the main reasons submitters gave where they supported the proposals. They considered residents should not be responsible for maintaining, repairing or replacing items that they did not own or have full control over. Comments included chattels and fixtures may be in used condition when a resident moves in to a unit and they remain in the unit when the resident moves out.

The RVA submitted that all operators should not be forced to follow the same model, preferring they have flexibility around responsibilities for chattels and fixtures. Some operators also made their own individual submissions and were divided on the proposals.

Submitters who opposed mandating operator responsibility for repairs, maintenance, and replacement submitted that operators should set their own terms and be able to provide different offerings. Another concern was that the costs would lead to higher

³ The RVR added this option to the RVR questionnaire. It was not included as an option in the discussion paper.

charges for all residents and could financially strain some operators. Transparency over terms was suggested as a key requirement. Some submitters felt that comparisons with tenants and the rental sector were inappropriate, and that residents paying for chattels and fixtures they use was justifiable.

Submitters also commented that operators should only be required to cover costs related to fair wear and tear and should not be responsible beyond this, for example, where there was excessive damage. Similarly, frequent comments included that operators should not be required to upgrade items, but rather replace on a like-for-like basis. Several submitters also made the point that it was not appropriate for operators to have full responsibility for maintenance, repair and replacement of chattels where residents receive a portion of capital gain. It was argued that the condition of chattels will be a factor in the price received upon resale and therefore residents should contribute to these costs.

“When exiting a village, you cannot take the chattels and fixtures with you, so they are obviously the village owners’ property.” **[Resident]**

“A clearer definition of retirement village property will avoid unnecessary confusion and disputes about who is responsible for maintenance and repairs. Improved clarity will help intending residents to carefully manage their budgets.” **[Other organisation/NGO]**

“Such an amendment is necessary to protect residents who do not have an ownership interest in the property. Tenants under the Residential Tenancy Act are not responsible for normal fair wear and tear to any chattels provided by the landlord when they use them normally. The same protection is not available to a retirement village resident in the current Code of Practice.” **[Lawyer/law firm]**

“It is unfair to maintain or repair property you do not own. [organisations name] notes that operators may need to establish sinking funds or maintenance reserves to pay for this.” **[Sector body or association]**

“The diversity of operator models, including unit titles and capital gain options, demands flexibility rather than enforcing a one-size-fits-all approach. Operators should have the autonomy to choose the maintenance and replacement responsibilities based on their specific competitive offerings and models.” **[Other organisation/NGO]**

“As long as the documentation clearly says who is liable for these costs then it should be up to the Operator what terms and conditions they put in their documents.” **[Operator]**

“Residents receive the primary long-term benefit and use of such chattels and fixtures in a way that differs to short-term residential tenancies.” **[Operator]**

Strong support for including marks from incontinence and mobility aids within the definition of fair wear and tear (question 18)

We received responses from 190 submitters to this question. Of those, 84.2 percent agreed with the proposal to clarify that marks due to use of mobility aids and incontinence were classified as 'fair wear and tear', 6.3 percent disagreed and 9.5 percent were not sure.

This question was included in the RVR questionnaire; 73.5 percent of respondents said yes while 11 percent said no (15.5 percent were either unsure or did not answer the question).

The main reasons submitters gave for agreeing were that this was a foreseeable risk in housing older people and damage of this kind, where not deliberate or careless, should be within the definition of fair wear and tear.

Strong support for applying the proposals to existing ORAs (question 20)

We received responses from 199 submitters to this question. Of those, 74.9 percent supported applying all the proposals to existing ORAs, 20.1 percent disagreed (including operators, the RVA and another key stakeholder) and 5.1 percent were not sure.

This question was included in the RVR questionnaire; 89.5 percent of respondents said yes while 2.2 percent said no (8.2 percent were either unsure or did not answer the question).

The main reasons for applying proposals to existing ORAs included that unfair terms needed to be changed, and all residents should benefit from the same terms. Where submitters disagreed, reasons included that existing contracts should not be changed, and this could impact the financial stability of villages.

Other issues raised (question 21)

We received written comments from over 1,500 submitters on other issues related to chattels and fixtures. These included difficulties with interpreting terms, such as 'fair wear and tear' and 'carelessness'. Several submitters also raised the question of who gets to decide what meets the threshold in each case. Guidance on terms was suggested.

Submitters highlighted other issues including the timeliness of repairs, the minimum period for replacing items such as carpet, arrangements for resident improvements to units, the 'gifting' of chattels from operators to residents and the sustainability of the refurbishment process.

The RVR noted that some operators allow residents to purchase additional chattels and fixtures. Upon exit, residents must remove these items and restore the unit or donate them. In this case, the operator was not responsible for these items. Incoming residents may need to sign a form accepting responsibility for them. Problems arise when incoming residents assume the operator will handle repairs. The RVR suggested that incoming residents should be clearly informed about which chattels and fixtures are the operator's responsibility and which are the residents' responsibility.

“Need a way to ensure resident problems are addressed in a timely manner to prevent someone waiting years to have significant issues corrected.” **[Resident]**

“When residents buy and leave approved appliances or fixtures which add value, they should receive a 'market value' amount. For these chattels are on sold by the operator e.g. heat pumps, fans and screens.” **[Resident]**

“It needs to be made clear that where a resident has fitted an item of their own (even if this is in place of what was offered by the operator – like an upgraded oven) then all costs associated with the chattel is for the account of the resident.” **[Operator]**

“When I moved in, I was gifted a clothes dryer, washing machine and dishwasher. When these items break down, I have to pay to fix them, this should not be the case.” **[Resident]**

A simple and effective dispute resolution scheme

What we consulted on

Question 22 sought feedback on the proposal to establish a new dispute resolution scheme that was independent of retirement village operators.

Questions 23–27 sought feedback on:

- who could deliver a new scheme
- resident contributions to the cost
- legal representation
- the costs of the current scheme
- independent advocacy support for residents.

What you told us

Strong support for establishing a new dispute resolution scheme ([question 22](#))

We received responses from 215 submitters to this question. Of those, 82.3 percent supported the proposal to establish a new dispute resolution scheme, 16.3 percent did not support the proposal and 1.4 percent were unsure.

This question was in the RVR questionnaire; 80.8 percent of respondents said yes to establishing a new scheme while 2.9 percent said no (16.4 percent were either unsure or did not answer the question).

Most residents, intending residents and whānau/family of residents who responded to this question supported a new scheme that would be independent of operators. We considered over 300 written comments in submissions to HUD and the RVR questionnaire. Key themes related to having a scheme for formal complaints that was independent, unbiased, impartial and free from conflicts of interest. The RVR supported an independent scheme with a sufficiently powered arbiter, alongside advocacy support for residents.

There was significant support for incentivising the early resolution of complaints and for operators to retain the first opportunity to resolve any issues or complaints if a new scheme was to be established.

The New Zealand Law Society noted the current scheme ignored the need for independence. Age Concern, Grey Power, the Residents' Council and the Retirement Commission were among the organisations that supported a new scheme, noting some residents' lack of confidence in the current scheme. Consumer NZ submitted that residents sometimes put up with unfair treatment and even breaches of ORAs because they were concerned about how complaining might impact their ongoing relationship with operators and staff.

Some residents also commented that the current complaints and disputes process did not address the power imbalance between operators and residents, so making and escalating a complaint through the process if early resolution was not achieved could be stressful and intimidating.

The RVA's position was that the current scheme should be retained in whole or in part. Most operators who commented considered the current scheme was effective and should be retained (although there were a few exceptions). Corporate Trustees Association also supported retaining the current scheme, submitting there was little evidence of material issues and the argument it lacked independence was without foundation. A small number of residents commented they were satisfied with the current scheme.

"It is an impossible situation for a resident to have to submit a complaint about an operator to that very same operator, who frequently then investigates themselves."

[Resident]

"Despite a timescale being laid down, there appears to be no accountability on the operator for delays, the operator appearing to hope that the complainant will lose heart and give up." **[Resident]**

"Independence of both the operators and residents is essential for a dispute service to be functional and fair to both parties. The independence will give integrity and impartiality to the process that can only enhance its reputation for those who use the service, and respect for its decisions." **[Resident]**

"Current scheme ignores the need for independence and residents lack of confidence in the system." **[Lawyer/law firm]**

"Current procedure is lengthy, costly and ineffective." **[Operator]**

"Current scheme works but requires update/enhancement not replacement." **[Operator]**

"Currently residents can already approach the Statutory Supervisor directly and other advocacy groups, if they did not wish to approach the Operator directly. It is our experience that residents are more than comfortable expressing their point of view on issues directly." **[Operator]**

Some submitters suggested changes to the current scheme (instead of introducing a new scheme)

Suggestions for addressing issues with the current scheme provided mainly by operators, the RVA and Corporate Trustees Association, included:

- more education about the independence of statutory supervisors and dispute panels
- introducing a way to peer review decisions about complaints
- providing operators with the ability to bypass mediation (as residents can)
- changing the process for appointing dispute panel members so appointments are made by a third party
- introducing a preliminary stage for dispute panels (for example, introduce an ability to discontinue dispute proceedings if the remedy sought was not within the panel's jurisdiction, if the dispute did not have merit or if it could be resolved by alternative means without a formal hearing).

“Due to a lack of legal expertise and support a resident's dispute notice may be flawed from the outset both in form and what remedies the resident is seeking, compared to what remedies are actually available and within the jurisdiction of the panel to order. In our view what is required is a more robust focus at a preliminary stage by the panel; narrow the issue of the dispute and most importantly determine whether the remedies sought in the dispute notice are within the jurisdiction of the panel to order.” **[Operator]**

“Any changes to the dispute resolution process should utilise the existing statutory supervisors.” **[Operator]**

Submitters split on who any new scheme should be delivered by ([question 23](#))

We received responses from 173 submitters to this question. Of those, 45.7 percent preferred a dispute resolution scheme provider, 42.8 percent preferred a government-appointed commissioner and 11 percent did not like either option. This question was not included in the RVR questionnaire.

Where residents preferred a dispute resolution provider, the most common reasons given were their experience and expertise in dispute resolution and to keep the scheme separate from government.

Other residents and the RVR preferred a government-appointed commissioner (for example, the Retirement Commissioner). The most common reasons were because of the Retirement Commissioner's familiarity with the sector and legislation, and because this role would align with current responsibilities. Consumer NZ noted it was critical that residents have a trusted entity to turn to when they have concerns or complaints about the operations of retirement villages or how they are treated.

A small number of operators supported a dispute resolution scheme provider, but pointed out their first preference was to retain the current scheme.

“As long as its cost effective and this isn't an inordinate amount added onto residents' weekly management fees.” **[Resident]**

“[A dispute resolution scheme provider] gives the flexibility of changing provider if needed and can easily cope with the amount of current complaints. Future proofing is important with a growing older population living in retirement villages.” **[Resident]**

“Use the Retirement Commission as they are already set up and have staff familiar with Retirement Villages and their residents.” **[Resident]**

“We believe an externally administered dispute resolution scheme in the nature of those operated in the financial services sector would be most appropriate.” **[Operator]**

Support for residents contributing to dispute resolution costs (Question 24)

We received responses from 192 submitters to this question. Of those, 66.1 percent agreed that residents should contribute to the costs of resolving disputes between residents (where the operator was not involved in the dispute), 16.1 percent disagreed and 17.7 percent were not sure.

This question was included in the RVR questionnaire; 37.6 percent of respondents said yes while 26.7 percent said no (35.7 percent were either unsure or did not answer the question).

The key theme in written comments was that operators, as a third party, should not bear the full costs of resolving a dispute they were not directly involved in. Submitters also commented that a resident contribution could help to minimise frivolous disputes.

“If residents are involved in a dispute amongst themselves, it is only fair that they should contribute to the costs of resolving the dispute. Residents should pay their own costs in putting forward their case.” **[Resident]**

“This will ensure disputes are legitimate and worthy of resolution”. **[Other individual]**

Mixed views on limiting legal representation in a new dispute resolution scheme (question 25)

We received responses from 184 submitters to this question. Of those, 40.2 percent felt that legal representation should be limited in a new scheme, 23.9 percent disagreed and 35.9 percent were unsure.

This question was included in the RVR questionnaire; 16.6 percent of respondents said yes to placing limits on legal representation while 23.8 percent said no (59.6 percent were either unsure or did not answer the question).

Common reasons in written comments for limiting legal representation related to fairness and equivalency, with many operators having access to and resources for legal counsel. Approaches to limiting legal representation included cost-based restrictions (such as imposing maximum limits), following practices similar to disputes tribunals, restricting representation to legal opinion only, involving lawyers in a limited capacity and excluding lawyers entirely.

The RVR supported limiting legal representation to specific hearing situations, while the RVA opposed limits, submitting that parties should be allowed legal representation

throughout the dispute resolution process. The RVA considered that failure to allow legal representation could lead to more appeals.

“The scheme should operate in much the same way as the dispute resolution schemes used in the financial services sector (e.g. banking ombudsman scheme and insurance and financial services ombudsman dispute resolution scheme). There is no restriction on legal representation under these schemes”. **[Operator]**

“Not everybody is competent in such situations so have a need to protect themselves by having legal representation.” **[Resident]**

“I think the process should be the same as the tenancy disputes process where initially the party’s do not require legal representation. Otherwise, it becomes a very unlevel playing field, and effectively rules that avenue of dispute out for someone who cannot afford it as it is a huge financial risk.” **[Whānau/family of resident]**

“Limiting the use of legal representation will support the equivalency and fairness of the process by addressing the imbalance between operators and residents” **[Other individual]**

“As it costs so much for legal representation it should be capped”. **[Other individual]**

Costs of the current scheme can be high (question 26)

Approximately 30 submitters provided information and insights into the costs of the current complaint and dispute resolution scheme.

Submitters from all groups highlighted that overall costs could escalate to thousands of dollars, and include complaints facility costs, mediation expenses, dispute panel fees, expert witness fees and travel costs. Legal fees constitute a significant portion of the overall expenses.

The RVR commented that residents often avoid escalating an unresolved complaint due to concerns about the cost of mediation and the need for legal representation to match the operator’s use of lawyers.

“Costs for mediation with a Retirement Commissioner approved organisation typically range from \$4k to \$6k, plus additional expenses, such as travel and other disbursements. Depending on the complaint’s nature and the required number of Dispute Panel members, Dispute Panel hearings and decisions can incur costs ranging from \$20k to \$50k.” **[Other organisation/NGO]**

“I looked at taking an unresolved case to a dispute and was told the cost would be in excess of \$10k.” **[Resident]**

Support for an advocacy service for residents (question 27)

We received responses from 195 submitters to this question. Of those, 64.1 percent supported making free, independent advocacy support available to residents with a complaint or dispute, 11.8 percent disagreed and 24.1 percent were unsure.

This question was included in the RVR questionnaire; 40.9 percent of respondents said yes while 7.5 percent said no (51.6 percent were either unsure or did not answer the question).

Reasons for introducing advocacy support included helping address the power imbalance between operators and residents, and providing older people with support to understand the options available to them, navigate the process and advocate for their rights.

The RVR submitted that advocacy support would still be needed if a new scheme was established, and it could be funded through operator levies.

“This service would create greater equivalency between residents and operators, many of whom have access to legal advice and representation.” **[Other individual]**

“I think an initial free consultation with an advocacy support group would help level the playing field and give the resident a good idea of the options available.” **[Whānau/family of resident]**

Moving from independent living to aged residential care

What we consulted on

Question 28 sought feedback on whether information on ARC occupancy levels should be provided to intending residents in disclosure statements. Question 29 sought feedback on requiring a clear statement that ARC cannot be guaranteed.

Questions 30–32 sought feedback on:

- other issues related to transferring to ARC
- second fixed deductions for ORA care suites
- different practices across the sector relating to ORA care suites.

What you told us

Feedback was mixed on the type of ARC occupancy information that would be useful for intending residents in disclosure statements ([question 28](#))

Submitters were asked what information on ARC occupancy levels should be provided to intending residents in a disclosure document. We received responses from 186 submitters to this question. A higher number of submitters preferred information on the average occupancy over the previous 12 months (41.9 percent) than information on the current occupancy at a point in time (18.3 percent). Some submitters suggested information on both be provided (9.7 percent), or different information should be provided (9.7 percent).

This question was included in the RVR questionnaire; 36.7 percent of submitters preferred average occupancy levels over the previous 12 months, 31.6 percent preferred current occupancy levels at a point in time, and 4.2 percent preferred different information (23.4 percent were either unsure or did not answer the question).

We received written comments from over 1,200 submitters in response to this question (through submissions made to HUD and the RVR questionnaire). The key theme related to the need for clear and comprehensive information where a village has on-site or otherwise affiliated ARC facilities. Submitters noted how important this was to enable intending residents to make fully informed decisions before entering a retirement village.

Respondents said operators should provide information on the type of options available (for example, standard rooms, premium rooms, care suites) and payment arrangements, including where a capital sum would be required for a second ORA.

Some submitters (11.4 percent of submissions to HUD and 4.1 percent of RVR questionnaire submissions) did not think occupancy information would be helpful and highlighted the following limitations:

- Occupancy fluctuates and information quickly becomes out of date.
- It was only accurate at a point in time and cannot be used to indicate future occupancy. It could be misleading and lead to incorrect assumptions.
- High occupancy can indicate that a facility was well run and should not be considered a negative.
- Disclosure documents might not be the best way to provide information about ARC; it was not top of mind for intending residents who might never need care, or not need it for years.

The RVA supported clear relevant disclosure by operators but noted care needed to be taken to ensure that the disclosure provided at the time of moving into a village was relevant and proportionate to the resident's needs.

Alternative suggestions included making it clear that residents or their whānau/family could request information from the operator at any time while living in the village. Additionally, operators could provide regular updates through other means.

“If this is part of the decision making process, people need to know approximate availability and costs” **[Resident]**

“This would at least give an indication of future prospects.” **[Resident]**

“Occupiers should be informed on entry to the village what arrangements are in place for ongoing care. They should know about the possibility of being moved to a different facility” **[Resident]**

“Transfer may not be needed for many years so current data will be of limited value.” **[Resident]**

“Our village gave a very good talk on downsizing to smaller accommodation or to aged care facilities and I hope they do it annually.” **[Resident]**

“For a resident considering an independent living unit, the occupancy data of a care home located in the village at a point of time of entry to the unit could create a false expectation that there will always be a vacancy when the resident requires care in the future.” **[Operator]**

“Occupancy levels are irrelevant to me. I'd rather know if anyone had to leave because the care centre was full.” **[Resident]**

Very strong support for the proposal to require a clear statement in disclosure documents that a suitable aged care unit cannot be guaranteed (question 29)

There were very high levels of support for this proposal; of the 191 submitters who responded to this question 93.2 percent supported the proposal, 2.6 percent did not support it and 4.2 percent were unsure.

This question was included in the RVR questionnaire; 83.1 percent of respondents said yes while 3.3 percent said no (13.6 percent were either unsure or did not answer the question).

The key theme in written comments was that residents should receive comprehensive, clear information to have realistic expectations around access to ARC should they need it. Operators noted it was not possible to give residents a guarantee and were supportive of making sure this was made clear. The RVA and RVR were both supportive of the proposal.

“It would be impossible to guarantee that a suitable unit would always be available. People should be warned” **[Resident]**

“It needs to be really clear that there is no guarantee of a bed. You don't want to set expectations that can't be met.” **[Operator]**

Issues were raised about transferring to aged residential care (question 30)

We received approximately 100 written comments in response to this question. One of the key themes was about couples in retirement villages transferring to ARC. Feedback suggested that villages should have to provide comprehensive information about the possible arrangements and financial implications where one person in a couple, or both, need ARC. Some submitters felt that operators needed to do more to enable couples to stay together as their care needs change and operators could be required to report on the number of times couples are split up because suitable ARC was not available in their village.

Another key theme was how and when information was provided to residents; providing information in disclosure statements was important but it could be out of date by the time residents (and their family members) were considering their options for ARC. Submitters noted that some villages make policy documents available or have regular in-person information sessions. The Retirement Commission considered it was good practice that ARC information was brought to residents' attention periodically as most residents are not thinking about the details of transferring to ARC when they decide to move to a retirement village.

Other issues raised were:

- improving security of tenure and safeguards for residents requiring higher levels of care; some submitters felt that operators should be required to have capacity to accommodate residents moving to higher levels of care

- having more clarity around medical grounds for terminating an ORA, and residents' rights if they do not agree grounds have been met
- having regular status updates for residents on ARC facilities that were planned or under development.

“There needs to be far more provision for care units that enable a couple to stay together and continue to support each other. My parents... fear having to live apart in two separate units, and they fear not being able to afford a care unit for one as well as the independent unit for the other.” **[Whānau/family of retirement village resident]**

“Operator rights to end the ORA is very brief and leaves the resident totally vulnerable... disclosure needs to be very specific about valid reasons for termination and the agreed notice period” **[Whānau/family of retirement village resident]**

“Feedback from residents and families is that the volume of information provided in the admission packs - disclosure materials, ORA, code of practice and so on - is so great that it is overwhelming and information regarding the transfer process is overlooked.” **[Lawyer/law firm]**

Submitters shared information on ORAs for ARC and most did not think residents should be charged a second fixed deduction for a care suite in the same village (questions 31 and 32)

We received 189 responses to the question about fixed deductions for ARC. Most submitters (65.6 percent) felt that operators should not charge residents who transfer to ORA care suites in their village a second fixed deduction, 14.3 percent felt they should be able to and 20.1 percent were not sure.

This question was included in the RVR questionnaire; 68.1 percent said operators should not be allowed to charge a second fixed deduction while 5.6 percent thought they should be allowed (26.3 percent were either unsure or did not answer the question).

While residents generally did not support a second fixed deduction, some noted they did not understand what it covered. Others did not give a reason for their response. Where reasons were given, residents commented that it felt like double dipping, profit making and unfair to residents.

The RVR submitted that the potential need for care was integral to the ‘age in place’ value proposition and transferring into care should not trigger a double dip into a resident’s capital, even if a new ORA was required.

A family member shared their experience of having an ORA care suite for a resident with dementia, noting that fees were disproportionate for the short time in a memory care suite and heavily weighted towards the operator who continued to charge fees for months after the resident moved out.

Operators submitted that a fixed deduction for care suites was appropriate as retirement villages and ARC were separate operations. Care suites would not be viable if operators could not charge a fixed deduction, or the operator would need to cover the costs another way (likely to be through higher daily fees). The fixed deduction for care suites enabled operators to offer choices to residents (such as lower fees) and were a

response to consumer demand for premium ARC accommodation. The RVA submitted that there should not be any cap or limit placed on fixed deductions.

“Needs to be clearly documented and explained what this fee is paying for.” **[Resident]**

“The DFM is intended partly to cover the set up costs of the communal facilities and the resident should not be liable for this charge more than once.” **[Resident]**

“Operators are not philanthropic organisations and need to be able to provide a return on their capital invested.” **[Whānau/family of retirement village resident]**

“There must be a sensible commercial middle ground such as the operator charging the resident for the reasonable costs of updating the unit being vacated and then transferring the deferred management fee.” **[Lawyer/law firm]**

“If not a second fixed deduction, then the cost needs to be funded by higher fees.” **[Operator]**

“Operators should have the flexibility to structure fees in a way that reflects the unique services and care provided in assisted living arrangements. While supporting the idea of greater transparency, if not already in place, regarding the secondary DMF in the village Disclosure Statement, it’s important to maintain the operators’ freedom to tailor offerings to meet the evolving needs and preferences of residents.” **[Other organisation/NGO]**

Minimum building standards

What we consulted on

There were no proposals for this section. Questions 33–36 sought feedback on any potential issues with minimum building standards, whether any units were regularly cold and damp, whether upgraded units should meet standards and if retirement villages are designed to support residents to age in place.

What you told us

Most units are warm and dry, however, cold and dampness was an issue for some (questions 33 and 34)

We have combined our summary of responses to question 33 (which asked about other building issues not covered in the discussion paper) and question 34 (which asked about the occurrence of cold, damp units) as the themes were similar across both questions.

We received 159 responses to question 34 about damp or cold units. Some submitters (17 percent) said they lived in or knew of someone who lived in a unit that was cold or damp, 69.8 percent did not and 13.2 percent were unsure.

Question 34 was included in the RVR questionnaire; 9.8 percent said yes, they lived in or knew of someone who lived in a cold, damp unit, while 82.6 percent said no (7.6 percent were either unsure or did not answer the question).

While most submitters who provided written comments considered their accommodation to be warm and dry, some reported issues with cold and dampness, leading to high

heating costs and potential health impacts. These problems were often attributed to inadequate or insufficient heating and insulation.

Many residents had requested repairs or improvements to address these issues. Some were satisfied with the promptness and quality of the repairs, while others were dissatisfied with delays or lack of action, prompting some residents or their families to make improvements themselves. In some cases, operators contributed to the costs, while in others, residents covered the full expense.

“My retirement village operator pointed out that it was legally not required to improve my unit’s insulation. It was so bad that I had ceiling insulation put in at my own cost, even though when I move out, I cannot take it with me.” **[Resident]**

“... buildings will be upgraded when vacated but that may be 20 years away.”
[Resident]

“Where possible it would be in the operator's best interests (through increased customer demand) to ensure a warm, dry home is the product on offer or intending residents will choose to live elsewhere. Intending residents have the choice to enter a village with the living conditions they consider important to their retirement and should ask questions about insulation, window glazing, heating and ventilation sources provided.” **[Operator]**

Very strong support for retirement village unit building standards ([question 35](#))

We received responses from 187 submitters to this question. The majority (90.4 percent) felt that retirement villages should be upgraded to meet building standards (like the healthy homes standards or standards tailored to retirement villages), especially as older people can be more susceptible to illness. Some did not agree (3.7 percent) or were not sure (5.9 percent).

This question was included in the RVR questionnaire; 95.1 percent of respondents said yes while 1.3 percent said no (3.6 percent were either unsure or did not answer the question).

One of the key themes in written comments related to when standards might apply. Some operators felt that achieving higher standards across their portfolios was possible with adequate time. The more common view was that new standards should apply only to new units or those refurbished for resale. There were concerns that mandating upgrades for all units within a set timeframe could create financial and practical challenges for villages.

“If any minimum buildings standards are implemented these should only apply to refurbishments going forward, not retrospectively as the corresponding costs would likely cause financial difficulty for many operators.” **[Operator]**

“The price of units reflects the condition of the unit. Some prospective residents can only afford an older, less luxurious unit. Forcing operators to upgrade to current standards will simply drive-up prices and deny some people the ability to enter a retirement village.” **[Resident]**

“Older persons are more susceptible to illness and a warm, dry home reduces the potential for illnesses. This has a direct saving against the health budget. New Zealand

has an unwelcome reputation for cold, damp housing and every retirement village should be brought up to the healthy homes standard as a matter of urgency.” **[Village Residents’ Association]**

Most submitters thought their retirement village was age-friendly, while some had suggestions to strengthen safety and accessibility ([question 36](#))

Most of the 158 submitters who answered this question agreed that the design of their retirement village was age-friendly and accessible to support residents to age in place (58.9 percent). A minority of submitters did not agree (26.6 percent) or were unsure (7.5 percent).

This question was in the RVR questionnaire; 79.2 percent of respondents said yes while 11.4 percent said no (9.4 percent were either unsure or did not answer the question).

We received written comments from over 1,000 submitters in response to this question (through submissions made to HUD and the RVR questionnaire). Suggestions for improvements in the design of units and common areas which would improve safety for residents included:

- step free entryways
- wider doorways, hallways and bathroom areas
- grabrails in bathrooms and other key areas
- level walkways and footpaths
- improved outside lighting for residents with low vision
- visual alerting systems for residents with hearing difficulties or who are Deaf
- alarm provisions in cases of medical emergencies.

Fire safety was another key theme. Some questioned if current measures adequately protect those with mobility issues, sleep medication users, or Deaf residents who remove hearing aids at night. There was also concern about units with a single exit point, often near a potential fire source like the kitchen.

“The homes are not geared up for people with any form of hearing loss. There's no visual alerting equipment, either in the communal areas or in their own units, so if a fire were to break out, then they'd be reliant on other people letting them know, so that's a big one.” **[Other organisation/NGO]**

Part D – Moving out

Repayment of residents' capital sums

What we consulted on

Question 37 sought feedback on the proposal to require that capital sums are repaid within a fixed period, and/or interest was paid where a capital sum has not been repaid after six months.

Questions 38–45 sought feedback on:

- fairness for residents
- the impact on operators
- exemptions for financial hardship or for certain types of villages
- setting interest rates in accordance with the Interest on Money Claims Act 2016
- applying any new requirements to existing ORAs.

What you told us

Strong support for requiring operators to repay capital sums within a fixed period after a unit is vacated and support for paying interest on outstanding sums (question 37)

We received responses from 224 submitters to question 37:

- 176 submitters (78.6 percent) supported the proposal to require operators to repay a formal resident's capital sum within a fixed period after the ORA had been terminated and the unit fully vacated
- 127 submitters (56.7 percent) supported the proposal to require operators to pay interest on unpaid capital sums
- 28 submitters did not support either a capital repayment timeframe or interest payments (12.5 percent).

The percentages exceed 100 percent because submitters could choose more than one option. Some submitters supported interest payments instead of a capital repayment timeframe, while others supported a combination of both, generally with interest payments starting from an earlier date.⁴

Question 37 was included in the RVR questionnaire:

- 95.7 percent of respondents said yes to a capital repayment timeframe while 0.9 percent said no (3.4 percent were either unsure or did not answer the question).
- 87.3 percent of respondents said yes to interest payments while 5.1 percent said no (7.6 percent were either unsure or did not answer the question).

⁴ Twenty submitters supported interest payments instead of a fixed period for repaying capital sums, while 107 submitters supported a combination.

This was a key issue for operators, residents and many other submitters. We received written comments from over 900 submitters (through submissions to HUD and the RVR questionnaire). While there were exceptions, residents generally favoured capital repayments within a shorter period than the six or 12 months proposed in the discussion paper, with 28 days getting the highest level of resident support. Operators generally opposed any mandatory repayment timeframe but supported interest payments starting from nine months.

Submitters acknowledged that the proposals should apply to village units offered under the licence to occupy model where capital gains were not shared with the departing resident when the unit was relicensed. Requirements for units offered under other models or terms would need to be considered separately.

Common reasons submitters gave for supporting a repayment timeframe:

- Fairness for residents – residents considered that operators had the benefit of an interest free loan for the period the resident lived in the village, and capital should be repaid promptly when a resident moves out.
- Residents had no say over the refurbishment and marketing of a unit – there was currently insufficient incentive for operators to act promptly.
- Residents were financially disadvantaged by having to wait for their capital to be repaid, including residents who need or want to relocate.
- Uncertainty for residents – some residents can feel trapped in their village because they do not know how long it would take for their capital to be repaid.

Less common preferences included immediate repayment after vacating the unit, repayments at two, three or six months, or a lump sum or percentage payment on vacating the unit, with full repayment after a specified period to better enable residents to pay for ARC or to relocate.

Sector peak bodies and other organisations had mixed views. The RVR supported 28-day repayments as fair for residents, noting that a 12-month timeframe would not result in any change for approximately 95 percent of families (based on data which shows five percent of units take longer than 12 months to be relicensed). Organisations which supported a repayment timeframe included the Retirement Commission, the Residents' Council, Consumer NZ, Grey Power and Age Concern.

The RVA was strongly opposed to introducing any timeframe for repaying residents' capital sums due to the adverse effect on villages and remaining residents. The RVA considered it would result in reduced choice for future residents and increased costs, a slowdown in the development of new villages and ARC facilities and increased risk of operator failure. Villages would need to hold cash reserves or have access to a credit facility at additional cost, increasing costs and impacting reinvestment in the village or new developments.

Operators who provided their own submissions mostly supported the RVA's position. Corporate Trustees Association (representing statutory supervisors) was opposed to introducing a repayment timeframe from a resident protection perspective. These submitters noted that any repayment period could increase the risk of villages getting

into financial difficulty, with not-for-profit villages and villages in provincial areas likely to be disproportionately impacted.

Many written comments included preferences for when interest payments should start. We have grouped all responses together and summarised these at question 42.

“At present there is no incentive for an operator to relicense a unit in the shortest possible time. The resident or resident's family has no input into how the unit is advertised, who is contracted to sell the unit, or how much effort the operator puts into trying to sell the unit.” **[Resident]**

“For some residents, this capital represents their total life savings. Their families will need this capital to pay for funeral expenses and or funds for purchasing a care suite in rest home care for their parent. Not all families can afford to have the funds to cope with these expenses and why should they or the residents have to borrow money whilst operators have had these monies for a considerable time.” **[Resident]**

“Operators should hold a reserve fund to enable this to occur. They have the use of the money for this time and should be obligated to pay for the privilege.” **[Resident]**

“We understand that some operators already pay out the former resident or their estate after six months if the unit has not already been relicensed. We consider this type of policy is best practice and should be legislated. A three-to-six-month period seems reasonable given we understand that most units are relicensed within six months.” **[Other organisation/NGO]**

“Requiring operators to hold cash or a line of credit to be able to pay residents out within any specific time frame will lead to significant additional costs and possible business failure for some operators. The proposal to implement a mandatory buyback period would also be problematic for operators who need to use their current cash and debt reserves to fund growth, innovate or expand their offering, but instead are required to allocate such funds to these buybacks.” **[Operator]**

“Any guaranteed buyback period will increase the risk of village failures. The shorter the buyback period, the higher the risk of failure.” **[Sector body or association]**

There were mixed views on fairness of the proposal for residents (question 38)

We received written comments from over 100 submitters relating to which option (a capital repayment timeframe or interest payments) would most improve fairness to residents. This question was not in the RVR questionnaire.

Most residents who provided comments supported a capital repayment timeframe as the best way to improve fairness for residents, or a combination of a capital repayment timeframe and interest payments.

Some operators noted establishing a minimum repayment timeframe would require a significant change to their business models, put operators' financial position at risk and would not be in the best interest of residents overall.

Other stakeholders had a range of views. For example, the New Zealand Law Society and Consumer NZ supported a combination (of a repayment timeframe and interest

payments), while Corporate Trustees Association, which represents statutory supervisors, supported interest payments after nine months.

“Of the view that both are required to provide fairness to residents. but if a choice had to be made, then repayment in 28 days is the preference.” **[Resident]**

“All outgoing residents would prefer a buy back - but that might not be affordable and could put the operator’s future at risk. This will have a huge impact on residents still living in the village.” **[Operator]**

Concerns about the impact of a repayment timeframe on operators (question 39)

We received around 130 comments on this question. It was not in the RVR questionnaire.

Operators expressed concern that they would face significant financial challenges, especially smaller, independent and not-for-profit operators. There was concern that increased costs might be passed on to residents, or services and improvements could be cut. It was noted that the risk of operator exits or failures would rise, and village development would slow. Some resident and consumer advocates suggested changes to the financial model, with lead-in times and hardship exemptions to manage impacts.

While the RVA supported introducing interest after nine months, it strongly opposed any mandatory repayment requirements due to the scale of the potential impact on individual operators and the wider sector.

“If the model needs changing, then change it.” **[Resident]**

“Provoke a need for greater efficiency and perhaps a strengthened capital structure.” **[Resident]**

“In a soft property market, you could have a number of high value villas requiring buy back and put serious cash flow pressure on the business.” **[Operator]**

“Proposed changes would have financial stress for [name] and likely exit us from operating retirement villages (not financially viable or sustainable) given the current financial challenges and environment facing not-for-profit providers.” **[Operator]**

“The RVA is categorically opposed to any legislative change that would impose any form of mandatory repayment requirement...” **[RVA]**

Most submitters did not support exemptions for financial hardship if a mandatory repayment timeframe was introduced (question 40)

We received responses from 176 submitters to this question. A majority (57.4 percent) did not support operators being able to apply for an exemption because of undue financial hardship, 26.1 percent supported exemptions and 16.5 percent were not sure. This question was not in the RVR questionnaire.

Where submitters supported exemptions for financial hardship, the main themes were:

- they should be considered on a case-by-case basis

- there would need to be checks to verify that an operator qualifies for an exemption. The operator would need to prove they met applicable criteria and provided the appropriate documentation
- extensions could be considered rather than exemptions.

Where operators or other types of submitters did not support exemptions and provided a reason, a key theme was because of the potential impact on future licensing. It was argued that a village with an exemption might not be as attractive to potential residents.

Suggestions for what should qualify as financial hardship included situations where an exemption was necessary to protect residents, downturns or collapses in the property market, scenarios where the village would otherwise face insolvency and during a pandemic.

Key peak bodies had different views. The RVA opposed mandatory repayment of capital sums, while the RVR supported exemptions for undue financial hardship, citing Australian legislation that allows time extensions in serious cases.

“As it involves a balancing exercise of the hardships faced by operators and outgoing residents, we suggest that partial repayment or repayment by instalment be included as possible solutions. The power to grant such an exemption should also be vested in the independent regulator or commissioner and the operator should have to provide sufficient evidence of hardship before any exemptions are granted.” **[Sector body or association]**

“There would need to be a category of exceptional circumstances or hardship cases allowing operators to apply for an exemption or an extension period, having regard to their financial circumstances. There would need to be a high level of confidentiality adopted to allow independent verification and scrutiny of an operator's financial position.” **[Lawyer/law firm]**

Mixed views on certain types of retirement villages being exempt or having a longer repayment timeframe (questions 41)

We received responses from 182 submitters to this question; 48.4 percent thought there should not be exemptions or longer repayment timeframes for certain types of retirement villages, 29.1 percent supported exemptions or longer timeframes and 22.5 percent were unsure. This question was not in the RVR questionnaire.

Most residents and some operators did not support exemptions, for different reasons. Residents who opposed exemptions cited the need for consistency across the sector, having the same rules for all operators, and that all residents should benefit from a repayment timeframe. They felt that not-for-profit retirement villages should meet the same minimum requirements.

Operators were concerned about the negative impact exemptions would have on the ability of exempt villages to attract residents.

Submitters who supported exemptions generally did so to manage financial risk. Some suggested exemptions on a case-by-case basis rather than a blanket exemption for a type of village, as not all not-for-profit retirement villages were the same—some have

substantial assets and liquidity. They also suggested providing exemptions for financial hardship on a case-by-case basis and offering not-for-profit retirement villages a longer repayment timeframe or a longer lead-in time instead of an exemption.

The RVR supported the idea that certain types of retirement villages, such as not-for-profit retirement villages, should either be exempt from the proposed mandatory repayment timeframe or be subject to a longer repayment timeframe.

“This (having an exemption) would put residents who have bought into those type of villages at a disadvantage compared to those who are in a village not in these categories. It would make their units more difficult to sell and is likely to be off putting for potential buyers.” **[Resident]**

“We also believe that providing small operators any sort of exemption from this requirement, would create a situation where small operators would be seen by potential residents as less desirable than larger operators” **[Operator]**

Different views on the timeframe for interest payments (question 42)

We received around 380 written comments related to the length of time after which operators should pay interest to former residents’ if their unit had not been relicensed.

The most common timeframes that residents and whānau/family of retirement village residents supported for interest payments on unpaid capital sums were (in order of preference): after 28 days, from the time the unit becomes vacant, after six months, after three months.

Of the respondents to the RVR questionnaire, 52.1 percent supported interest starting after 28 days, 24.2 percent supported interest starting from the time the unit becomes vacant, and 15.7 percent supported six months. Only 0.7 percent of submitters supported nine months (7.2 percent did not answer).

Some submitters noted requirements for interest payments would depend on repayment timeframes. For example, if there was no repayment timeframe, interest from an earlier time might incentivise operators to market units as soon as possible. Many residents commented that their preference was for timeframes to be introduced for capital repayments, rather than interest payments.

While almost all operators supported interest payments from nine months, a few supported six or 12 months, and others did not support paying interest at all. The RVA submitted that nine months balances the interests of residents in receiving compensation if their unit had not been relicensed while giving operators a reasonable time to refurbish, market and relicense a unit.

“Interest should be paid on the capital sum commencing from the day after termination. The operator has had the use of the capital sum throughout the occupancy interest free. There is no justification for that to continue after the unit is vacated. Therefore, interest should be charged immediately until the capital sum is repaid in full.” **[Resident]**

“... most large operators already voluntarily pay interest if a unit has not been relicensed within certain timeframes. We consider this fair and reasonable and are supportive of a requirement to pay interest... the legislated timeframe should be set at 9 months, to

accommodate smaller operators for whom this requirement will impose a significant financial burden.” **[Operator]**

Most submitters were not sure if the Interest on Money Claims Act 2016 would provide a fair rate for interest payments ([question 43](#))

We received 160 responses to this question, with a slight majority (51.9 percent) saying they were not sure. Of those who had a position, 30.6 percent said the Interest on Money Claims Act 2016 provided a fair rate and 17.5 percent did not. This question was not in the RVR questionnaire.

Broadly, the RVA and operators supported using the rate prescribed in the Interest on Money Claims Act 2016, saying it provided a clear and transparent method for calculating the interest owed. While some residents agreed that the Interest on Money Claims Act 2016 offered a fair interest rate, others felt that there should be a stronger incentive for operators to repay capital sums promptly. The RVR supported a higher interest rate based on term deposit rates.

Most submitters thought mandatory timeframe or interest payments (if introduced) should apply to existing ORAs ([questions 44 and 45](#))

We received 206 submissions on the question about any mandatory repayment timeframe applying to existing ORAs; 69.9 percent agreed any mandatory timeframe should apply to existing ORAs, 24.8 percent disagreed and 5.3 percent were not sure.

This question was included in the RVR questionnaire; 89.5 percent of respondents said yes while 1.5 percent said no (9 percent were either unsure or did not answer the question).

Responses were similar to the question about applying any requirements for interest payments to existing ORAs. Of the 202 responses we received, 69.3 percent of submitters supported this, 22.8 percent did not support it and 7.9 percent were unsure.

This question was also in the RVR questionnaire; 62.8 percent of respondents said yes while 3.1 percent said no (11.4 percent were either unsure or did not answer the question). The RVR questionnaire also included a further option, “yes, where there was no share of capital gain to the resident” and 22.7 percent of respondents agreed with this option.

The reasons provided in written comments applied to both questions. Residents supported retrospective repayment timeframes for two main reasons – fairness for residents and having a single rule for all residents regardless of when they entered a retirement village.

The primary concern from operators, as well as some residents and other submitter types, was the importance of honouring existing contracts. Business models had been developed based on current agreements, and other terms might need renegotiation if new requirements were to be applied retrospectively.

The RVR supported applying both proposals to existing ORAs. In contrast, the RVA was strongly opposed to any retrospective legislative amendments, especially those that would alter the key financial terms.

“The large scale of hardship on the part of existing residents should justify the implementation of mandatory repayment timeframes to existing ORAs.” **[Sector body or association]**

“We are strongly opposed to any retrospective application. Many operators will need to adjust their pricing and contract terms with residents in order to address the proposed reforms. It would be inequitable to retrospectively impose new terms for existing contracts, where operators do not have the ability to renegotiate the other terms and pricing in those contracts.” **[Operator]**

It would be inequitable to retrospectively impose new terms for existing contracts, where operators do not have the ability to renegotiate the other terms and pricing in those contracts.” **[Operator]**

“Operators and other stakeholders have based the financial modelling for a village on the current existing agreements and contracts.” **[Operator]**

I don't like the idea of changing existing contracts, as that introduces the possibility that anything else might get changed.” **[Intending resident]**

Stopping outgoings and other fees

What we consulted on

Question 46 sought feedback on the proposal to require operators to stop charging weekly fees upon a unit being vacated or shortly after. Question 47 sought feedback on the proposal applying to existing ORAs.

What you told us

Strong support for the proposal to stop weekly fees after a unit was vacated (question 46)

We received responses from 214 submitters to this question. Of those, 86.9 percent agreed with the proposal, 11.7 percent disagreed and 1.4 percent were not sure. All submitter types supported this proposal, except for retirement village operators who were divided (with slightly more disagreeing than agreeing with it).

This question was included in the RVR questionnaire; 80.3 percent said yes, 17 percent said yes where there was no share of capital gain to the resident, while 0.5 percent said no (2.1 percent were either unsure or did not answer the question).

We received around 200 written comments in response to this question (through submissions made to HUD and through the RVR questionnaire). The key theme was related to fairness for residents. Submitters commented that residents who had left a village should not continue to pay for services they no longer receive.

Other themes included that:

- stopping fees could help incentivise relicensing units
- operators still incur costs when a unit was vacant and stopping weekly fees would shift costs to other residents through higher weekly fees
- in some circumstances small, not-for-profit villages or villages where the departing resident was responsible for finding a new resident and setting the unit price could need exemptions or different requirements, such as reduced fees.

Where submitters did not support the proposal, this was generally due to ongoing costs that still needed to be covered and would lead to increased fees overall.

Sector peak bodies agreed with stopping weekly fees when a unit was vacated. The RVR commented that this was one of the most important issues for residents in a 2022 member survey and aligned with sector best practice. The RVA noted that many villages already stop fees. It did not agree that this proposal would impact incentives to relicense units.

“Immediately, as the resident is not using the facilities anymore, they are not living in the unit and therefore are not depreciating it.” **[Resident]**

“Units are vacated usually when a resident dies or moves to a higher level of care. Both are distressing times for the resident or their family. Charging weekly fees after a unit has been vacated creates financial hardship for the exiting resident and/or their family or estate. This stress is added to when the duration of the payment obligations is unknown.” **[Lawyer/law firm]**

“Stopping fees would put smaller operators under financial risk and therefore expose remaining residents to that risk. For smaller operators it can be difficult to fully cover the cost of operations from weekly fees.” **[Operator]**

“We do not support the stopping of village outgoings after the unit is vacated. Costs like rates, grounds and property maintenance, security, insurance continue to be incurred after the unit is vacated. Any changes to this would potentially need to be covered through weekly fees or an increased village contribution at sale. Arguably the resident is no better off.” **[Other organisation/NGO]**

Strong support to apply the proposal to existing ORAs ([question 47](#))

We received responses from 199 submitters to this question. Of those, 78.4 percent supported applying the proposal to existing ORAs, 18.6 percent did not support it and 3 percent were not sure.

There were differences among stakeholder groups, with legal professionals and operators more likely to disagree that the proposal should apply to existing ORAs.

This question was included in the RVR questionnaire; 93.3 percent of respondents said yes while 1.1 percent said no (5.6 percent were either unsure or did not answer the question).

The key reason in written comments for supporting the proposal was it would improve fairness for residents and all residents would be treated the same. Where submitters did

not support the proposal, this was either based on a general principle that existing legal contracts should stand, or because operators had set fees to cover costs and changing existing ORAs would impact both operators and other residents.

The RVA did not support the proposal as it could have a flow on effect to services provided to residents and village maintenance. The RVR submitted that many operators had already been applying this change to existing ORAs.

“Intending residents should not be in a more favourable position than existing tenants. Our operator has stopped charging these fees - operators of other villages can do so as well.” **[Resident]**

“I do not support retrospective changes, as I cannot understand how somebody can be forced into entering a contract that they never agreed to enter.” **[Operator]**

Fixed deductions

What we consulted on

Question 48 sought views on a proposal to require fixed deductions to stop accruing upon a unit being vacated or shortly after.

Questions 49–51 sought views on:

- whether limits should be placed on the size of the fixed deduction
- whether greater transparency was needed about the specific costs covered by fixed deductions
- the proposal applying to existing ORAs.

What you told us

Strong support for fixed deductions to stop accruing after a unit was vacated or shortly after ([question 48](#))

We received responses from 205 submitters to this question. Of those, 87.8 percent agreed with the proposal to require fixed deductions to stop accruing upon a unit being vacated or very shortly after, 10.7 percent disagreed and 1.5 percent were not sure. All submitter types supported this proposal, except for retirement village operators who were divided (with slightly more disagreeing than agreeing with it).

This question was in the RVR questionnaire; 95.5 percent of respondents said yes while 0.5 percent said no (4.1 percent were either unsure or did not answer the question).

We received around 200 written comments relating to this question (through submissions made to HUD and the RVR questionnaire). The key theme was that it was unfair for fixed deductions to continue to accrue after a resident had moved out, as they were no longer able to access village services and facilities. Another theme was most residents had no control over the sale process and how long the fixed deduction would continue to accrue.

Where submitters preferred the status quo, the main reason was because it allowed operators to have flexibility to set their own terms and to provide consumer choice.

Submitters acknowledged that requirements for units under different models, or where capital gains are shared with the resident, would need to be considered separately.

Sector peak bodies supported the proposal. The RVA submitted that there would need to be an exception for villages where the resident was responsible for marketing the unit and setting the price. The RVR also noted there would need to be different requirements where residents have a proprietary interest.

“All charges including fixed deductions should cease on vacating the unit as the resident is no longer obtaining any benefits or services, and the next phase of the residency, refurbishment, reselling etc is totally in the hands of the operator.” **[Resident]**

“Our village does this already and it is a fair approach. Fixed deductions should cease on vacation date and removal of all residents’ items from the unit as that is the start of the time operators can commence any refurbishments required and/or on selling of the unit can commence.” **[Operator]**

Support for limiting fixed deductions (question 49)

We received responses from 194 submitters to this question. Of those, 60.8 percent supported limiting fixed deductions, 24.7 percent did not support limits and 14.4 percent were unsure. There were differences among stakeholder groups, with legal professionals and operators more likely to disagree that limits should be placed on fixed deductions.

This question was included in the RVR questionnaire; 74 percent of respondents said yes while 6.2 percent said no (19.7 percent were either unsure or did not answer the question).

The key reasons in written comments for limiting fixed deductions included fairness and financial certainty for residents. Operators who supported the status quo submitted that retaining flexibility allowed them to offer diverse models and choice to consumers. They highlighted models common in Australia, where residents can pay a smaller capital sum but a larger fixed deduction, allowing people with less capital to access retirement villages.

The RVA opposed any limits on commercial terms which could have the effect of reducing competition and restricting innovation. For example, lower capital payments with a higher percentage fixed deduction, where residents cannot afford the full capital sum.

The RVR submitted that fixed deductions should be no higher than 30 percent to strengthen protections for residents.

“Different levels of fixed deduction allow for market differentiation and choice. Placing a limit on the fixed deduction would reduce competition and potentially limit new ORA models. Operators should have flexibility to meet the market and residents’ needs, for example offering a lower entry payment but higher fixed deduction, or a higher fixed deduction but fixed and lower weekly fees.” **[Lawyer/law firm]**

Support for greater transparency on costs covered by fixed deductions (question 50)

We received responses from 178 submitters to this question. Of those, 77 percent of submitters supported greater transparency around fixed deductions, 17.4 percent did not support it and 5.6 percent were not sure. This question was not in the RVR questionnaire.

There were differences among stakeholder groups, with most operators disagreeing greater transparency was needed.

The key theme that emerged from written comments was that residents should have visibility over what their capital sum was paying for. Those who did not support greater transparency felt that current arrangements were sufficient, and increased disclosure would raise compliance costs for operators and lengthen disclosure documents.

Sector peak bodies had different views. The RVR supported residents having more visibility over what their money was paying for, including what the fixed deduction and weekly fees covered. The RVA submitted there was transparency over the amount of the fixed deduction, providing residents certainty of the cost.

“There is a great deal of confusion about this. Many residents think it covers the upgrade of their unit on exit and some even think they will get the balance back. Others think it is to provide for the upkeep of shared facilities.” **[Resident]**

“Without a clear understanding of what the fixed deduction covers, it is difficult for residents to understand what they are being charged for and to what extent they are benefiting from these payments.” **[Other organisation/NGO]**

“All residents have the ability to view the budgets and LTM plan which clearly lays out how much is budgeted and where it is spent.” **[Operator]**

“Provided the maximum amount and method of calculation of the DMF are clear and transparent, we do not see a need for any further disclosure. Most operators use the DMF to cover a range of costs, as well as to derive an appropriate level of commercial return on the substantial capital investment they have made.” **[Operator]**

Stakeholder groups had different views on applying the proposal (to require fixed deductions to stop accruing on vacation of unit) to existing ORAs (question 51)

We received responses from 197 submitters to this question. Of those, 69 percent supported the proposal that fixed deductions stop accruing when a resident vacates a unit or shortly after applying to existing ORAs, 24.9 percent did not support it and 6.1 percent were unsure.

This question was included in the RVR questionnaire; 83.6 percent said yes while 3.1 percent said no (13.4 percent were either unsure or did not answer the question).

There were differences among stakeholder groups, with operators more likely to disagree that the proposal should apply to existing ORAs.

The key theme in written comments related to fairness and equity for residents – existing residents should not receive a worse deal than new residents.

Comments from submitters who did not support the proposal applying to existing ORAs included:

- honouring contracts signed in good faith
- opposition to retrospective legislation
- operators rely on the certainty of existing ORAs for future planning and covering costs.

The RVR supported applying the proposals to existing ORAs where residents have no proprietary interest in the unit. The RVA opposed any retrospective application of legislative changes, especially those affecting the commercial terms of an ORA.

“Given it is inherently unfair for operators to continue the accrual of fixed deductions after a resident leaves a retirement village, this change should be reflected in all existing ORAs as well.” **[Other organisation/NGO]**

“If it's unfair in terms of consumer legislation – i.e. charging for something not being delivered or received then I can't see why you should have a mix – some with unfair clauses and some not.” **[Resident]**

“Nearly every operator will be reliant on the contractual certainty they have from ORAs that have already been entered into, and any retrospective application of proposals would undermine not only the financial position of operators, but also undermine the rule of law.” **[Operator]**

Treatment of capital gains and losses

What we consulted on

Question 52 sought feedback on:

- a proposal to require that operators can only make a resident liable for a capital loss on resale of their unit to the same extent as they would be entitled to any share of the capital gains
- a proposal that operators that share capital gains with residents would not be required to make residents liable for capital losses.

Questions 53–54 sought feedback on:

- the proposals applying to existing ORAs
- any other issues relating to capital gains or losses.

What you told us

Very strong support for limiting resident liability for capital losses ([question 52a](#))

We received responses from 142 submitters to this question. Of those, 95.1 percent agreed that residents should not be liable for capital losses in situations where they were not entitled to capital gains and 4.9 percent disagreed with the proposal.

This question was included in the RVR questionnaire; 50.9 percent of respondents said yes while 20.1 percent said no (29 percent were either unsure or did not answer the question).

The main reason in written comments for agreeing with the proposal were related to unfairness for residents where retirement villages place the risk of capital losses on residents but do not share the benefit of any capital gains.

Both the RVA and the RVR supported the proposal.

“Operators should not be able to have it both ways – if they are not prepared to share capital gains, they should not expect residents to be liable for capital losses.” **[Resident]**

Strong support for clarifying operators would not be required to make residents liable for capital losses (in situations where capital gains are shared) ([question 52b](#))

We received responses from 110 submitters to this question. Of those, 85.5 percent agreed that operators that share capital gains with residents would not be required to make residents liable for capital losses to the same extent and 14.5 percent disagreed.

This question was included in the RVR questionnaire; 45 percent said yes while 18.5 percent said no (36.5 percent were either unsure or did not answer the question).

The main reason in written comments related to fairness, with some also making the point that residents should never be liable for any capital loss since they have no control over the maintenance of their unit or village.

The RVA did not consider it necessary to legislate for this proposal, as it was already the status quo.

Stakeholder groups had different views on applying the capital gain/loss proposals to existing ORAs ([question 53](#))

We received responses from 193 submitters to this question. Of those, 61.1 percent supported the proposals related to capital gains and losses applying to existing ORAs, 26.9 percent disagreed and 11.9 percent were unsure.

This question was included in the RVR questionnaire; 64.8 percent of respondents said yes while 6.4 percent said no (28.8 percent were either unsure or did not answer the question).

There were differences among stakeholder groups, with operators and legal professionals more likely to disagree that the proposals should apply to existing ORAs.

Supporters argued that applying capital gains proposals to existing ORAs was the fairest outcome for current village residents. Where submitters disagreed, their key point was that operators and residents signed existing ORAs in good faith, and those agreements should remain unchanged despite any new legislation.

The RVR supported applying the proposals to existing ORAs, arguing that it was unfair for residents to be liable for capital losses without sharing in any capital gains. The RVA opposed any retrospective application of changes.

Fairness for capital gains or losses (question 54)

We received written comments from over 900 submitters in HUD submissions and the RVR questionnaire on other issues related to capital gains or losses from relicensing a unit.

Many residents and whānau/family of retirement village residents submitted that sharing capital gains would deliver fairer outcomes for residents. Other comments included:

- any terms relating to capital gains need to be set out clearly and transparently in ORAs
- requirements in legislation need to account for villages that share capital gains and be flexible enough to accommodate different arrangements.

The RVA and RVR did not raise any other issues.

Part E – Future-proofing the definition of retirement village

What we consulted on

The discussion paper did not propose changes to the definition of retirement villages. Questions 55–57 sought feedback on the clarity of the current definition, whether any aspects were unnecessary or redundant, and if it allowed operators to adapt to changing demographics and housing needs.

Questions about the definition were not included in the RVR questionnaire.

What you told us

Most submitters thought the current definition was easy to understand and apply (question 55)

We received responses from 168 submitters to this question. Of those, 56.5 percent agreed the definition was easy to understand, 17.9 percent disagreed and 25.6 were not sure.

The New Zealand Law Society submitted that the current definition was complicated and could be simplified, and the RVR also advocated for a plain English definition of retirement village. Clear delineation between independent living and care services was also mentioned by several submitters including the RVR and the Residents' Council. The RVA suggested care would need to be taken if any changes were made to the definition to avoid unintended consequences. Some submitters identified discreet areas where the definition can be difficult to apply in practice, such as with unit titles.

“Seems simple to understand” **[Resident]**

“The definition appears relatively easy to understand but we consider the wording could be simplified.” **[Other organisation/NGO]**

“We recognise that the definition is long and detailed but consider that it is well understood by those involved in the retirement village sector.” **[Operator]**

Submitters did not identify any unnecessary or redundant aspects (Question 56)

We received around 60 written comments. Most submitters did not identify any aspects of the definition that were unnecessary or redundant. The RVA did not provide any comments, while the RVR stated that all aspects of the definition were necessary.

Suggestions related to changes to the definition included:

- changing the minimum number of units to account for villages under development where no units have not been completed yet
- increasing the minimum number of units as villages with two units would not be viable
- considering if the capital sum requirement was still necessary.

Submitters were uncertain about the definition’s responsiveness to future needs (question 57)

We received responses from 161 submitters to this question. Of those, 30.4 percent agreed that the definition enabled operators to respond to changing demographics and housing needs, 20.5 percent said no and 49.1 percent were unsure.

Operators were more likely than other submitter groups to believe that the current definition was responsive to these changing needs.

Submitters suggested some changes to the definition. Several submitters noted that the capital payment required was a barrier for those less likely to own a home. They argued that provisions for rentals will become increasingly important as more older people retire without the capital to enter a village. Others felt that rentals were sufficiently covered by the Residential Tenancies Act 1986 and should not be confused.

Some suggested the Act should better address demographic diversity, including ethnic, neurodiversity and gender diversity. Specifically, a broader definition that includes Māori values and communal living arrangements was proposed. Others submitted that market forces and operators’ responses to market needs, rather than the definition, will drive change and innovation.

Sector peak bodies had different views around responsiveness to adapt to changing demographics and housing needs. The RVA submitted market forces and operators’ responses will drive change and innovation. It emphasised the need for a flexible legislative framework to meet residents’ and market needs. The RVR noted that requiring residents to pay a capital sum to occupy a unit hinders innovation and excludes those who can’t afford it. This incentivises unfair licensing and limits options for ageing New Zealanders. Alternative models, like residential tenancy agreements or share ownership would provide more choice.

“It is essential that the definition continue to contain the requirement of payment of a “capital sum” as it is the payment of capital that is at the core of the Retirement Villages Act and the resulting consumer protections are in a large part necessary because of that capital payment.” **[Operator]**

“Payment of a capital sum by the resident should be removed from the definition of a retirement village. This is no longer a resident-funded model as most operators are publicly listed companies and can raise capital. “**[Resident]**

Part F – Other topics

Insurance cover for retirement village operators

What we consulted on

Questions 58–59 sought feedback on proposals to:

- require operators to have sufficient insurance (alongside other funds) to pay out all residents' capital sums if a village was destroyed and cannot be rebuilt
- restrict operators from passing on insurance excesses where the resident was not at fault
- update insurance requirements to reflect available cover.

Questions 60–61 sought feedback on a 12-month transition period for updating insurance policies to comply with any new requirements, and any other scenarios where operators should be restricted from passing on insurance excess to residents.

Summary of feedback

Strong support for operators having sufficient insurance alongside other funds to pay out all residents' capital sums if a village was destroyed ([question 58a](#))

We received responses from 178 submitters to this question. Of those, 79.2 percent agreed with the proposal to require that operators maintain insurance policies, that are sufficient to pay out residents' capital sums in the event a village was destroyed, 20.2 percent disagreed and 0.6 percent were unsure.

This question was included in the RVR questionnaire; 94.5 percent of respondents said yes while 0.6 percent said no (5 percent were either unsure or did not answer the question).

While there was significant support for the proposal, many written comments indicated that the proposal did not go far enough to protect residents and ensure they could relocate if their village was destroyed. A key concern expressed by residents and representative groups was that paying out capital sums for longer-term residents would not cover the cost of moving to another retirement village due to significant price increases since the original capital sum was paid.

Many residents felt strongly that insurance cover should be sufficient to pay out the market value of the destroyed unit, rather than the capital sum paid when they moved in. The RVR submitted that a resident should receive the greater of their capital payment or the fair market value of their unit if their village was destroyed. Some submitters acknowledged that this would likely lead to increased insurance costs, which would be passed on to residents.

Another key theme was the need for transparency around insurance cover in the event of village destruction, with clear information on the implications for residents.

Submissions from residents and operators also highlighted the importance of oversight

by statutory supervisors to ensure operators have adequate insurance and that requirements are suitable for villages with different financial models, such as those sharing capital gains.

The RVA submitted that the reference to “other funds” should be extended to “other funds/assets”, requirements should be flexible enough to accommodate changes in the insurance market and the statutory supervisor should have a role in determining an adequate level of cover.

Both the RVR and RVA supported requiring operators to have adequate insurance policies and other funds to pay out all residents’ capital sums if a village was destroyed.

“The requirement that operators pay out all residents’ capital sums rather than paying out the current market value of the unit would leave most affected residents with insufficient funds to purchase another home. Take for example, a resident who paid \$400,000 when they moved in during May 2010. Being repaid their full capital sum of \$400,000 today would not enable them to purchase a similar standard home as the one that had been destroyed.” **[Resident]**

“Residents have no access to the policy or any details about inclusions or exclusions.” **[Resident]**

“...There needs to be flexibility in the legislation that will enable villages with full capital gain to put residents in the same position that normal homeowners are in. This could be a provision which is managed by the Statutory Supervisor.” **[Operator]**

Very strong support for restricting operators from passing on insurance excesses (question 58b)

We received responses from 162 submitters to this question. Of those, 93.8 percent of submitters agreed with the proposal to restrict operators from passing on insurance excesses to residents (where the loss or damage was not their fault), while 6.2 percent disagreed.

This question was included in the RVR questionnaire. The RVR submission noted that 73.8 percent of respondents said yes, 10.1 percent said yes up to the proportion of capital gain kept by the operator⁵, while 8.4 percent said no (7.7 percent were either unsure or did not answer the question).

Overall, there was strong support for this proposal, although a few operators noted that some flexibility would enable operators to offer new products and services. A few submitters noted there might need to be different requirements for villages that share capital gains.

The RVR and RVA supported the restriction on operators passing on any insurance excesses to residents for loss, damage, or destruction of retirement village property, provided the resident was not at fault. The RVA added that these proposals should be prospective and not affect existing contractual arrangements where excesses are passed on to residents.

⁵ The RVR added this option to the RVR questionnaire. It was not included as an option in the discussion paper.

“...Operators should retain the flexibility of charging residents its insurance excess in some circumstances. Operators are constantly evolving their products and services at the villages. For example, if the operator decides to make electric cars available to its residents for use, the resident should bear the risk of something happening when they are taking the car out.” **[Operator]**

“An operator has no right to pass on an excess or premium for insurance for retirement village property in which the resident has no beneficial interest. NB the resident has no title and no ability to raise equity on their occupied property.” **[Resident]**

Mixed views on updating the insurance requirements to reflect the cover available (question 59)

We received responses from 164 submitters to this question. Of those, 37.8 percent could foresee issues with the proposal to remove the requirement that operators have “full replacement cover” and instead obtain sum-insured and collective type insurance policies, 25 percent disagreed and 37.2 percent were not sure. This question was not included in the RVR questionnaire.

One of the key themes was concern that villages would be underinsured without a requirement for full replacement cover, providing less protection for residents. Some submitters (mainly residents but also some operators and other stakeholders) stated a preference for full replacement cover. Others acknowledged changes in the insurance market and type of cover available meant that full replacement cover might not be available to all operators. The RVR noted that operators who could not get full replacement cover would need insurance policies alongside other funds.

A few submitters noted that insurance requirements might be different for different types of villages; the largest operators with multiple villages spread across the country might have different insurance requirements than a small independent operator. The requirements for villages that share capital gains might be different again. Some suggested the requirements should focus on the objective or the outcome (for example, insurance being sufficient to pay out residents’ capital sums) rather than specify a type of insurance policy which could become outdated. The RVA supported removing the requirement to have full replacement cover to allow alternative insurance arrangements.

Other matters raised included the need for transparency for residents relating to the type of cover held by the operator and having appropriate checks and balances to ensure insurance policies were adequate (for example, through the statutory supervisor).

Other comments included noting the principal obligation on an operator was to repair or rebuild a village, and the need for other types of support for residents such as temporary accommodation after a natural disaster or other event that damages or destroys a village.

“[Name of operator] supports the ability for operators to be able to insure under a loss limit approach, provided that the [operator’s] statutory supervisor agrees that the level of cover is appropriate.” **[Operator]**

“Any revised insurance wording should be flexible enough to accommodate changes in the insurance market and not prescribe a specific type of policy. The level of cover

should be as determined by agreement between the operator and Statutory Supervisor.”

[Operator]

“Adequacy of insurance is the core issue. I suspect that full replacement insurance may be less easy to access in future.” **[Resident]**

“Insurance policies ought to be audited by the village auditors and any shortfall noted and identified and published.” **[Resident]**

Full replacement insurance must be the preferred insurance product. Alternative policies are already provided for in the Code, but the overarching requirement is that insurance be to the satisfaction of the statutory supervisor.” **[Lawyer/law firm]**

Mixed views on 12-month transition period for updating insurance policies (question 60)

We received 161 responses to this question; 54.7 percent of submitters agreed 12-months was a sufficient transition timeframe, 14.3 percent disagreed and 31.1 percent were unsure. This question was not included in the RVR questionnaire.

While most residents who responded felt that a 12-month transition period would be sufficient, operators submitted that a longer timeframe was necessary due to the annual renewal of insurance policies. Both the RVA and operators supported a 24-month transition period. The RVR supported a 12-month transition period, noting that the collective bargaining power of operators working with the insurance industry would likely result in a significant, tailored package for the sector within that timeframe.

“Depending on the date on which an operator’s renewal date falls relative to the start of the transition period, this may have the impact of requiring an operator to carry out an out of cycle renewal.” **[Operator]**

“There will be a period of time between a bill being passed and being implemented. Operators should know what is required of them.” **[Resident]**

Range of views on other scenarios where operators should be restricted from passing on insurance excess to residents (question 61)

We received around 40 responses to this question (it was not included in the RVR questionnaire). Feedback included:

- there should be a dollar limit where excesses can be passed on
- residents lack of control over the excess amount
- the situation differs in villages where residents are the owners
- defining negligence can be challenging.

The RVR noted that the decision to take an excess on the village was the operator’s decision alone. It submitted it was unfair for operators to impose any insurance excess, as damage or destruction justifying a claim was unlikely to be caused by a resident.

The RVR suggested refining the statement “if the resident was not at fault for the loss, damage, or destruction” to cover situations where damage might arise from a resident’s frailty, or physical or mental disability. The RVA did not identify any scenarios.

“We consider it would be unfair for operators to pass on insurance excesses to residents. The resident has no control over the excess and should not be expected to pay for it.” **[Other organisation/NGO]**

“As our ORA residents are quasi-owners (capital gains shared) they should pay the excess.” **[Operator]**

“If the resident is responsible for causing the claim, then a reasonable excess ...should be paid.” **[Resident]**

Security for residents’ capital sums

What we consulted on

Question 62 sought feedback on a proposal to require statutory supervisors to hold both land and personal property securities through a general security agreement (GSA)⁶.

Questions 63–65 sought feedback on:

- the effect of requiring statutory supervisors to hold both types of security on banking arrangements
- whether a statutory supervisor’s GSA should be first or second ranking behind the bank lender
- the impact of auditors reporting solvency concerns to statutory supervisors on the security of residents’ capital sums.

What you told us

Support for proposal that statutory supervisors should have the ability to hold both land and personal property securities (question 62)

We received 178 responses to this question; of these 73.6 percent agreed with the proposal, 6.7 percent did not agree and 19.7 percent were unsure.

This question was included in the RVR questionnaire; 45.1 percent supported the proposal, while 15.8 percent did not support it (39.2 percent were either unsure or did not answer the question).

Supporters of the proposal believed that allowing statutory supervisors to hold both types of securities would address security gaps where only a land security was held, thereby providing better protection for residents should a village encounter financial difficulty.

Some submitters agreed that statutory supervisors should have the ability to hold both types of securities but should not be required to do so.

⁶ Having a security agreement allows better enforcement of legal rights if a village gets into financial difficulty. Security arrangements set the priority order in which creditors (including residents) receive amounts due to them.

The minority who opposed the proposal believed that existing arrangements were sufficient and expressed concerns that requiring statutory supervisors to hold both types of securities could impact an operator's ability to obtain financing.

The RVR broadly supported statutory supervisors having the ability to hold both kinds of security. The RVA submitted this should be optional and at the discretion of the statutory supervisor.

"It would be better for the residents to have more security for their payments. Given the payments are not just for the land and fixtures, but also for chattels which they use, having the ability to demand both types of security would seem logical." **[Lawyer/law firm]**

Comments on impact of proposal on banking arrangements (question 63)

We received around 30 responses related to how holding both types of security might impact banking arrangements. The key points raised included:

- both types of security were already in place in many villages
- it could have potential cost implications for operators
- it could impact on existing lending arrangements.

Preference for the GSA to be first ranking (question 64)

We received around 75 responses to this question. Forty-eight submitters considered that the GSA should be first ranking. Many residents and the RVR supported this view to maximise resident protections.

Eighteen submitters commented that the GSA should rank behind the bank lender. The reason given was because a second ranking GSA was sufficient and would achieve the purpose of allowing the statutory supervisor to appoint a receiver over the village property, if needed.

"First ranking would be the best situation for the residents." **[Resident]**

"...a second ranking GSA would provide the security and powers the statutory supervisor requires." **[Operator]**

Comments on impact of requiring auditors to report concerns to statutory supervisors (question 65)

We received approximately 70 responses to this question. The main theme in submissions was this could have a positive impact through assisting the statutory supervisor to take appropriate action. The RVR submitted this would align with the role of the statutory supervisor to protect the collective interests of residents.

A smaller group of submitters said that the status quo was sufficient, with relevant information provided through year-end financial statements.

The RVA supported measures to make statutory supervisors aware of any significant concerns. Corporate Trustees Association submitted that legislating reporting requirements would strengthen protections and align with requirements for financial markets.

“As Statutory Supervisors get copies of Audited Financial and six monthly management reports we are sure they have sufficient information now.” **[Operator]**

“Would probably make it more secure as the statutory supervisor would have pre-warning that the village operator was having financial difficulties.” **[Resident]**

Culturally responsive services and models of care

What we consulted on

There were no proposals in the discussion paper related to this topic. Question 66 sought feedback on whether retirement villages provided culturally responsive services and question 67 asked if there were changes submitters would like to see. Question 68 asked for comments on any areas of the review that might impact Māori or other cultural groups differently.

What you told us

Submitters provided mostly positive feedback on retirement villages being culturally responsive, but predominantly for a Pākehā/western European population (question 66)

We received 146 responses to this question; 45.2 percent of submitters agreed their village provided a culturally responsive service, 16.4 percent disagreed and 38.4 percent were unsure.

This question was included in the RVR questionnaire; 48 percent of respondents said yes while 11.8 percent said no (40.2 percent were either unsure or did not answer the question).

We received approximately 550 written comments to the question (in the submissions HUD received directly and in the RVR questionnaire). While the overall feedback was positive, a recurring theme in the comments was that retirement villages predominantly cater to the needs of Pākehā residents.

Some submitters highlighted that minority cultural groups and identity-diverse individuals⁷ had distinct needs that were not currently being addressed. Although we received few submissions from individuals representing diverse population groups, feedback from some organisations indicated that specific groups, such as LGBTQIA+ and Deaf people, may face barriers to entering and experience challenges living in a village.

“Not an issue at present as virtually all European/Pākehā – From my observation, the village where my mother lives is largely populated by Pākehā and the village reflects that in cultural terms. The architecture, interiors, activities all reflect a Eurocentric bias with no nod whatsoever to tangata whenua.” **[Whānau/family of retirement village resident]**

⁷ Note: This term refers to people whose identities differ from the majority in significant ways. This includes, but is not limited to, individuals who identify as LGBTQIA+ and those who are Deaf or have other disabilities.

“The whole model is totally set up for hearing people which is what we call audism. So it doesn't cater for anybody else other than for hearing people.” **[Other organisation/NGO]**

Views on the need for and ways to diversify approach (questions 67 and 68)

We received approximately 250 responses on changes related to how retirement villages provide responsive services for cultural groups and the LGBTQIA+ community. Some submitters felt that the predominantly European demographic meant there had not been an opportunity to test culturally responsive services. Others believed more effort was needed to make villages culturally appropriate for non-European people.

Operators outlined steps to promote diversity, including translation services and bilingual consultants, celebrating culturally significant events, offering diverse menu options and monitoring cultural responsiveness through surveys. Other suggestions included staff training in cultural competencies, cultural advisors, diverse representation on boards and committees, employing staff from diverse backgrounds and culturally appropriate dispute resolution.

Some submitters felt improvements should come from voluntary changes within the industry and communities, rather than legislative action. Others opposed initiatives geared towards specific cultural groups.

“I would like to see the retirement village concept opened up to Māori hapu and iwi and based around marae concepts.” **[Resident]**

“Any cultural response cannot be legislated.” **[Resident]**

“Villages need to adapt culturally to fit the culture of their clientele and location.” **[Operator]**

“We have also had feedback locally about LGBTQIA couples feeling unwelcome in what can be quite traditional and conservative village environments. Retirement villages need to become more responsive to our increasingly diverse older population.” **[Other organisation/NGO]**

“Retirement village operators could partner with Whānau Ora to provide culturally appropriate support for kaumātua residents. This could include health and wellbeing services, cultural activities and community involvement opportunities.” **[Other organisation/NGO]**

Roles and powers of government agencies in the retirement village system

What we consulted on

There were no proposals in the discussion paper related to this topic. Questions 69–71 sought views on whether government agencies have sufficient powers, if an agency should monitor and audit retirement villages' compliance with legislation, and if one government agency should take a leadership role.

Summary of feedback

Most submitters were unsure or did not think government agencies had sufficient powers to carry out functions (question 69)

We received 172 responses to this question. Of these, 22.1 percent thought agencies had sufficient powers, 37.2 percent thought they did not and 40.7 percent were unsure.

This question was included in the RVR questionnaire; 34.3 percent of respondents said no, agencies did not have sufficient powers, while 16.8 percent felt they did (48.9 percent were unsure or did not answer).

Residents were more likely than other types of submitters to consider agency powers were insufficient, citing a lack of enforcement provisions in the Act and Code of Practice as their key reason. In contrast, operators felt that government agencies had sufficient powers, and statutory supervisors and the Registrar provided adequate protections for residents. Some submitters suggested existing powers were not being used fully.

The RVA submitted that government agencies had sufficient powers and changes were unnecessary. The RVR did not share this view, advocating for a government-funded auditing service. The RVR's position was shared by some other stakeholders including the New Zealand Law Society and Consumer NZ.

“Compliance with the legislation is conducted and checked by the Statutory Supervisor currently. This is adequate to safeguard residents’ interests and the annual filings and updates to the Registrar provide further assurance.” **[Operator]**

“They are there, but there does need to be a lead agency, or it will all fall between the cracks, as it does largely at the moment.” **[Resident]**

“[Name of the organisation] does not consider that the current legislative regime gives any one agency sufficient powers to ensure that operators comply with the legislative regime.” **[Other organisation/NGO]**

A majority said a government agency should monitor and audit compliance with legislation (question 70)

We received 181 responses to this question; 74.6 percent said an agency should be tasked with monitoring and auditing retirement village compliance with legislation, 19.3 percent said no and 6.1 percent were unsure.

Of the respondents to the RVR questionnaire, 77.5 percent said yes, while 6.2 percent said no (16.4 percent were unsure or did not answer).

Reasons provided in written comments for supporting a government agency having a monitoring and enforcement role included the current system was fractured and complicated, and it lacked independence, transparency, and accountability. Comments included that a single agency could provide coordinated, consistent, objective, and independent enforcement of standards. The RVR supported a government agency having a role to ensure national consistency and independence in exercising an audit function.

Submitters who disagreed considered there was no evidence of significant non-compliance or benefit to be gained from a new scheme. They felt statutory supervisors, the Registrar, and the RVA already fulfill this role, and introducing further monitoring would increase costs passed on to residents. The RVA did not see the need for an audit function, noting that village operators already report regularly to statutory supervisors and the Retirement Commissioner, and residents can contact statutory supervisors or the Registrar with concerns.

We are not aware of there being widespread concern around operator non-compliance and are unclear as to what benefit the additional monitoring and auditing by a government agency would provide.” **[Operator]**

“Currently the Retirement Villages Association undertakes three yearly audits of its member villages but this is merely operators 'monitoring' one another and not an independent monitoring authority with no vested interests.” **[Resident]**

“This is a significant issue for the industry overall and was absent in the passing of the Retirement Villages Act in 2003. This should be a major plank of reform in the immediate future, to avoid confusion and lack of transparency not only regarding enforcement but in regard to protecting residents in villages.” **[Other organisation/NGO]**

Strong support for one agency to have primary responsibility ([question 71](#))

We received 178 responses to this question. Most submitters, 82.6 percent, supported one agency having an overall leadership role in the system, 10.1 percent did not support it and 7.3 percent were unsure.

This question was included in the RVR questionnaire; 77.6 percent of submitters said yes, while 5.7 percent said no (16.6 percent were either unsure or did not answer).

Submitters who supported one agency having primary responsibility argued that the number of agencies with a current role caused confusion and delays in resolving issues. They commented a single lead agency would streamline processes, provide a clear entry point for residents and operators, and ensure better management of the sector.

Those who disagreed said that the current system works well, pointing out that other industries manage with multiple agencies, so retirement villages should be no different. They also emphasised that different agencies bring necessary expertise to the table.

The RVA did not see the need for a single government agency to oversee the retirement village sector, while the RVR strongly supported the idea of having one lead agency.

“The current regulatory system is highly devolved with statutory supervisors as de facto regulators. However, there are multiple statutory supervisors and no single regulator with a comprehensive overview of the system and an interest in improving it.” **[Sector body or association]**

“We do not believe there is a need for one government agency to have sole responsibility for the RV sector. In the broader business landscape, all businesses are governed by multiple government agencies, and we see no reason why the retirement village sector should be treated differently.” **[Other individual]**

“A specialised agency would do a better job of managing the whole rather than several agencies managing parts.” **[Resident]**

“Too many agencies give opportunity to fall through the cracks. One agency, less chance of missing something.” **[Whānau/family of retirement village resident]**

Operation of the retirement villages register

What we consulted on

There were no proposals in the discussion paper related to this topic. Questions 72–76 sought feedback on:

- additional information that should be included on the register
- power for the Registrar to correct minor or technical errors, and to specify how documents were to be filed or lodged
- the purposes for which the register could be searched and the way it could be searched
- any other potential improvements to the operation of the register.

Questions about the register were not included in the RVR questionnaire.

Summary of feedback

Submitters suggest additional information for the retirement villages register (question 72)

We received approximately 30 responses relating to information on the register. In addition to the information requirements proposed in the discussion paper, submitters made some additional suggestions including:

- financial information such as insurance arrangements, securities given and financial statements
- the number of village units and occupancy rates
- governance and ownership details.

The RVR and RVA agreed that the information proposed in the discussion paper should be required to be included in the register.

Strong support for granting Registrar authority to correct minor or technical errors on the register (question 73)

We received 158 responses to this question; 83.5 percent said the Act should be amended to give the Registrar powers to correct errors, 3.8 percent did not agree and 12.7 percent were unsure.

The key theme in comments was ensuring any corrections were made with the knowledge and consent of the relevant operator. The RVR and RVA agreed that the Registrar should have the power to correct minor or technical errors.

Strong support for amending Act to empower the Registrar on document filing procedures (question 74)

We received 153 responses to this question; 81 percent agreed the Act should be amended to give the Registrar powers to specify the way documents were filed, 4.6 percent did not agree and 14.4 percent were unsure.

Submitters commented that giving the Registrar these powers would enhance efficiency, simplify processes for the Registrar and align with contemporary practices. The RVA and RVR both supported this change.

Most submitters support amendments to regulate Register searches (question 75)

We received 154 responses to this question; 65.6 percent agreed the Act should be amended to provide the power to regulate both the purposes for which and the methods by which the register can be searched, 9.1 percent did not agree and 25.3 percent were unsure.

Some submitters expressed concerns that amending the purposes for which the register could be searched might restrict the openness of the register. The RVR supported regulating the purposes for which the register could be searched, provided it protected individuals' privacy. The RVR emphasised the importance of keeping the register easy to search and access.

“Let's not make life too difficult. If it's a minor or technical error, let's make it easy to rectify.” **[Resident]**

“The register should be updated to allow for electronic filing and uploading of documents by operators (where appropriate). The current system for filing documents is cumbersome and slow and needs to be modernised.” **[Operator]**

“It is important that as a public register any prospective resident or family member can search.” **[Lawyer/law firm]**

Other improvements to the retirement villages register (question 76)

We received a few responses (around 15) about other improvements that could be made to the register. These generally followed the theme of making the register more user friendly. Suggestions included making it easier to access and search, introducing a portal to make it quicker and easier to upload documents and distinguishing current versions of documents more clearly (so they were not confused with older versions).

Retirement Villages Code of Practice 2008

What we consulted on

There were no proposals in the discussion paper related to this topic. Questions 77–81 sought feedback on the following potential improvements to the Code:

- introducing a regular review
- using plain language
- providing alternate formats for example, Easy Read and braille
- changes to the process for varying the Code
- changes to the requirements for annual and special general meetings
- consultation on weekly fee increases.

Summary of feedback

The key theme related to improvements to the Code was the need for it to be clear and easy to understand (question 77)

The following numbers of submitters agreed with proposed improvements relating to the Code (noting submitters could chose more than one):

- 150 supported regular reviews of the Code
- 161 supported a plain language Code
- 105 supported the Code being in alternate formats.

Eight submitters did not agree these improvements were necessary.

This question was not included in the RVR questionnaire.

The key theme in written comments on this topic was the Code needed to be in plain language that was easy for everyone, but particularly residents, to engage with and understand.

Feedback on regular reviews was divided: residents broadly favoured reviews every two, three or five years, while some operators preferred reviews only as needed due to resource and compliance costs. Others suggested reviews should not be more frequent than every ten years.

There were no strong themes in written comments on providing the Code in alternate formats. The Residents' Council suggested following the Ministry of Social Development Accessibility Guide. Some operators who commented noted they had not been asked to provide alternative formats in the past.

“The Code of Practice is a vital framework for Disclosure statements and ORA's - both significant documents for residents to be able to understand. Plain language and regular review are essential.” **[Resident]**

“... it would be preferable for the entire document to be updated to plain language to be more accessible for the target audience.” **[Other organisation/NGO]**

Support for changes to the Code provisions on annual general meetings (Question 78)

There were approximately 40 written comments on whether changes were needed to the requirements in the Code for annual and special general meetings. The key theme was the need for flexibility. This included holding virtual meetings to make them more accessible, and accommodating meetings in villages consisting entirely of care suites by providing information to residents in other ways or involving those with power of attorney.

There were approximately 30 written comments in response to whether the process for varying the Code needs to be changed. Operators were more likely to comment that the process for varying the Code did not need to change.

“The Code of Practice is an important regulatory instrument that imposes extensive obligations on operators, and it is appropriate that due consideration is given to changes and their potential impacts before they are implemented, even if this does take time.”

[Operator]

“While attendance at AGMs and SGMs in person might be the aim, the reality in the case of my village is that there is no meeting space within the village sufficiently large to enable 400 people to all gather at the same time. Some people are put off attending large meetings, particularly in the post Covid era, reducing the level of attendance... In my view the ability to hold remote meetings should be formally recognised in the Code.”

[Resident]

Other issues with the Code were raised (question 79)

Other issues with the Code were raised, including operator compliance with the Code, consultation with residents when village rules change, the role of residents' committees, clarity around required policies, unfair terms and regulations prescribing criteria for exemptions from Code requirements.

While submitters highlighted some good practices in consulting on fee increases, most residents felt the requirements could be strengthened (questions 80 and 81)

We received 160 responses to question 81. Of those, 59.4 percent thought that consultation requirements for weekly fees should be changed or strengthened, 17.5 percent did not and 23.1 percent were unsure. Questions 80 and 81 were not included in the RVR questionnaire.

Many residents and operators had fixed fees or ORAs with pre-agreed increases, such as annual adjustments based on the consumers price index. Of the residents who had experience of fee increases, a common theme was they felt they were informed but not consulted.

Where consultation occurred, this typically involved resident meetings, discussion of budgets and expenses, time for residents to ask questions or provide feedback, resident committees or another group of residents being involved to pass on resident views. Suggestions for improvement included having a prescriptive standard or best practice guidelines for what adequate consultation involved.

“The word "consultation" needs a clear and precise definition. It doesn't mean telling us about it after the decision has been made.” **[Resident]**

“... any increase should be linked to the actual increase of service cost, be for the benefit of the residents and be proposed by operators in good faith.” **[Sector body or association]**

“We have consultation with the resident advisory group and then communicate the change and specific reason for the change at a resident meeting giving two months’ notice” **[Operator]**

Code of Residents’ Rights

What we consulted on

There were no proposals in the discussion paper related to this topic. Question 82 sought feedback on any changes needed to the Code of Residents’ Rights, such as clarifying residents’ rights to one another.

Summary of feedback

Strong support for including a resident’s right to safety and strengthening the rights and obligations of residents to one another ([question 82](#))

We received 181 responses to this question. Of those, 77.9 percent thought that changes were needed to the Code of Residents’ Rights, 6.1 percent did not and 16 percent were unsure. This question was not included in the RVR questionnaire.

Submitters who provided comments supported introducing clear rights and obligations in the Code of Residents’ Rights, along the lines of the New South Wales example provided in the discussion paper. Some submitters suggested the rights and obligations should cover others who come into the village, such as tradespeople.

Submitters (including residents, the RVA and operators) raised challenges around how these rights and obligations can be enforced. The RVR suggested residents should be able to refer any alleged breaches of the Code of Residents’ Rights directly to an independent agency rather than to the operator. The independent agency would need investigative, enforcement and remedial powers.

We received very few comments on having a specific reference to safety obligations in the Code of Residents’ Rights. The operators who commented felt it would not be appropriate to have an obligation to ensure resident safety beyond what was required in health and safety legislation.

“Residents' responsibilities to one another and to the operator are very poorly defined and the operator has very limited ability to do anything about it.” **[Whānau/family of retirement village resident]**

“A stronger statement about expected resident conduct towards other residents is needed; also, an effective way of enforcing it.” **[Resident]**

“An additional general obligation to ensure resident safety (which goes beyond compliance with health and safety legislation) is not appropriate. It might put undue responsibility on operators regarding risks that are beyond their control.” **[Operator]**

Offences and penalties

What we consulted on

There were no proposals in the discussion paper related to this topic. Question 83 sought feedback on any issues with current provisions for offences, penalties and enforcement.

Summary of feedback

Most submitters were unsure whether there are issues with the current offence provisions in the Act (question 83)

We received 162 responses to this question. Of those, 21 percent thought there were issues with the current provisions for offence, penalties and enforcement, 21 percent did not think there were issues and 58 percent were unsure.

Of the respondents to the RVR questionnaire, 9.9 percent said yes while 11.6 percent said no (78.5 percent were either unsure or did not answer the question).

Among those who raised concerns in written comments, the main issues related to enforcement, the restrictive nature of the current provisions, power imbalances, ineffective penalties, operator accountability gaps, residents' lack of understanding of the existing provisions and misleading information under the current provisions in the Act. The most common suggested areas for improvement included addressing issues related to penalties, regular reviews by a specialised agency, enhanced protection for residents, strengthened provisions within the Act, and simplified approaches to addressing unfair terms.

“Enforcement tools are not all that good, and there are few, or weak sanctions for operators who breach our contracts or who do not comply with the CoP or our ORA.” **[Resident]**

“The penalties in section 79 of the Retirement Villages Act are inadequate. The maximum amounts do not operate as a deterrent. Any maximum amounts should be set in regulations, to give the government and/or relevant Crown agency the flexibility to increase penalties from time to time consistent with movements in the marketplace.” **[Lawyer/law firm]**

Application of the Real Estate Agents Act 2008 to the transfer of a retirement villages unit

What we consulted on

There were no proposals in the discussion paper related to this topic. Questions 84 and 85 sought feedback on:

- sales and transfers having consumer protections under the Real Estate Agents Act 2007
- third parties facilitating the sale or transfer of a retirement village unit having a general fiduciary duty to act in the best interests of the outgoing resident.

What you told us

Strong support for additional consumer protections when retirement village units are relicensed ([question 84](#))

We received 183 responses to this question. Of those, 77.6 percent agreed that all sales and transfers of retirement village units should have the same consumer protections, 17.5 percent disagreed and 4.9 percent were unsure.

Of the respondents to the RVR questionnaire, 88 percent of respondents said yes while 0.5 percent said no (11.4 percent were either unsure or did not answer the question).

Most residents who supported the same consumer protections did not provide a reason, but those who did commonly cited the inability to act against village salespeople who make false statements or misrepresentations to incoming residents. The RVR emphasised the need for greater rights, including prompt repayments and equitable remedies for residents and intending residents, along with improved enforcement mechanisms.

Operators and the RVA submitted that licensing a retirement village unit was different from a property sale in the housing market. They stated that the Real Estate Agents Act 2008 should not apply, as retirement village units are licensed, not sold, and ownership was not transferred under the license to occupy model.

Operators and the RVA also noted that there are already several bespoke protections in retirement village legislation. The RVA highlighted that village salespeople have the best understanding of ORA provisions, the services and facilities of the village, and the practicalities of living there.

“The villages are primarily in the business of real estate, and their salespeople should have the same obligations as agents elsewhere.” **[Other individual/Intending resident]**

“Requiring the sales process to have the same consumer protections as in the Real Estate Agents Act 2008 would mean that the sales agents are properly trained and regulated, with recourse for consumers for any breaches.” **[Sector body or association]**

“I agree that the sale of ORAs should be completed by trained personnel who are accountable for representations made, but do not agree that the sale of ORAs should be handled only by licensed real estate agents. At present it is typically the small owner/operator villages that utilise the services of a real estate agent, most of the larger operators will have a sales team skilled and trained in the detail of the Village’s operation and a resident’s role within that operation.” **[Lawyer/law firm]**

“Although some operators have used Real Estate agents from time to time, the reality is that ‘selling’ an ORA is very different to selling traditional property, and the Retirement Villages Act offers extensive protections to intending residents, including the provision of documentation, the need for legal advice, and a 15-day cooling down period.”
[Operator]

Strong support for a third-party duty to act in the best interest of the outgoing resident (question 85)

We received 178 responses to this question. Of those, 77 percent agreed the third party facilitating the sale or transfer of a retirement village unit should have a general fiduciary duty to act in the best interests of the outgoing resident, 16.9 percent disagreed and 6.2 percent were not sure.

Of the respondents to the RVR questionnaire, 83.9 percent said yes and 1.1 percent said no (14.9 percent were either unsure or did not answer the question).

Key reasons in written comments for supporting a duty to act in the best interests of the outgoing resident were related to improving fairness and enhancing protections.

The RVA submitted that the status quo should remain. When a third-party salesperson was involved, the Real Estate Agents Act provisions already apply. Village operators were not third parties when relicensing units, as they do not act on behalf of anyone else. Some submitters noted the Act already offered protections such as disclosure requirements, compulsory legal advice, a cooling off period and rights to make a complaint or issue a dispute notice.

Legal stakeholders also highlighted challenges in applying the Real Estate Agents Act protections.

“I think it is a case of striking a reasonable balance between the interests of operator, outgoing resident and incoming resident. Currently I think there is a tendency to relegate the interests of the outgoing resident interest to the back of the queue...” **[Resident]**

“The existing regime (as set out in the Retirement Villages Act, regulations, and Code of Practice) includes a large number of protections for both outgoing and incoming residents and was created specifically for the process involved in relicensing a unit.”
[Operator]

“In real estate transactions under the Real Estate Agents Act 2008 (REA Act), agents have a general fiduciary duty in respect of other parties to the transaction... When units in retirement villages are sold or transferred, the sales agent is acting for the village and engaging with the new intending resident. There is no connection directly or contractually with the outgoing resident.” **[New Zealand Law Society]**

Any other comments

What we consulted on

Question 86 invited feedback on any additional thoughts or comments regarding the review.

What you told us

A small number of submitters (under 100) shared additional comments on the review. A key theme was the potential vulnerability of older people who live in, or might be considering moving to, a retirement village. In some cases, decisions to move to a retirement village could be brought about by declining health or a health event. Submitters noted that the Act needed to recognise and address the potential vulnerability of older people and the power imbalance between residents and retirement village operators.

A related point was that the need for legal advice ahead of signing an ORA could not be used to justify a lack of transparency in legal documentation, and potentially unfair contract terms that intending residents cannot easily negotiate.

Another key theme related to the perceived unfairness for residents of the predominant financial model for retirement villages. Some residents and other stakeholders noted that the discussion paper contained no discussion or proposals related to incentivising or requiring operators to share the capital gains made when a unit was relicensed.

Others noted that there was no discussion or proposals related to defining or otherwise regulating fixed deductions (deferred management fees) including the percentage and the number of months/years over which it accrues to the maximum amount. The RVR noted an operator was now offering bespoke fixed deductions which may be creating further unfair outcomes for residents.

Submitters provided suggestions about other areas of interest or concern that they felt could be included in the review. Suggestions included:

- the age of entry to a retirement village, which villages can adjust, doesn't align with retirement age and can impact the ability of couples to move to a village
- end-of-life matters
- the role of statutory supervisors, especially as a representative of the interests of the residents of a village and potential conflicts of interest as statutory supervisors are paid by village operators
- charges and financial implications related to transfers within a village to another unit of the same type (for instance, from one supported living apartment to a second one)
- terminating ORAs on medical grounds, including counterbalancing rights for residents and considerations where the resident was entitled to the full market value of their unit
- cap the borrowing availability for residents
- restrictions on pets

- restrictions on sharing units in situations other than marriage/civil unions, including having full-time live-in carers
- addressing inconsistencies between the Act and regulations
- defining independent living and ensuring intending residents can live independently when they move into a village
- insurance cover in the event of an earthquake
- including fire safety requirements, such as alternative exits
- incentivising or requiring other models of retirement village living, including rental models
- the accessibility of retirement villages, specifically related to the issues that Deaf people face.

Annex A: Summary of proposals from ‘Review of the Retirement Villages Act 2003: Options for Change’

Topic and issues	Summary of key proposals
<p>Disclosure statements and Occupation Right Agreements (ORAs)</p> <ul style="list-style-type: none"> • These documents can be long, complex and difficult to access. • Undertakings in disclosure statements and advertisements can be difficult to enforce. • Some ORAs may contain unfair terms. • Residents are generally unable to negotiate ORA terms. 	<ul style="list-style-type: none"> • Prescribe plain language, partially standardised documents. • Make it easier for residents to bring complaints against operators for false or misleading statements. • Strengthen the power of the Registrar to act if they consider a document or advertisement is misleading. • If an ORA is inconsistent with a disclosure document the term should be interpreted in favour of the resident.
<p>Maintenance of operator-owned chattels and fixtures in retirement village units</p> <ul style="list-style-type: none"> • Some residents are required to pay for maintenance of chattels and fixtures they do not own. • Some residents are required to pay for damage which should be classified as fair wear and tear. 	<ul style="list-style-type: none"> • Amend the definition of ‘retirement village property’ in the Act to include operator-owned chattels and fixtures. • Require operators to meet the costs of maintenance and repair of their chattels and fixtures (unless intentionally damaged by residents). • Clarify what can be considered as ‘fair wear and tear’.
<p>Complaints and disputes</p> <ul style="list-style-type: none"> • The scheme is not well aligned with best practice principles for dispute resolution. • It is not independent of operators, who appoint statutory supervisors and dispute panellists. • The scheme is complex to navigate there is a power imbalance between residents and operators. • Dispute panel hearings are adversarial, expensive and used infrequently. 	<ul style="list-style-type: none"> • Establish a new scheme provided by an independent scheme provider. • Retain emphasis on early negotiated resolution between parties before the complaint is referred to the scheme provider. • Operators fund the scheme, although residents may be required to contribute where disputes are between residents. • Design the scheme to be accessible and meet the needs of users.

Topic and issues	Summary of key proposals
<p>Moving from independent living into aged residential care (ARC)</p> <ul style="list-style-type: none"> Residents may expect a suitable room within their village will be available when they need to transfer to ARC. Disclosure documents and ORAs may not provide clear information on the options, processes, and costs for transferring to ARC. 	<ul style="list-style-type: none"> Require operators to include a clear statement that they cannot guarantee an ARC unit will be available at the time a resident needs it. Require more comprehensive information in disclosure documents on the financial implications of transferring to ARC. Require operators with ARC to provide information on occupancy levels.
<p>Repayment of the resident's capital sum</p> <ul style="list-style-type: none"> Operators do not have to repay a former resident's capital sum until their unit has been relicensed There is no maximum timeframe for when the former resident or their estate will have access to their money. 	<ul style="list-style-type: none"> Require operators to repay a former resident's capital sum within a fixed period (either six or 12 months). Require operators to pay interest on a former resident's capital sum if the unit remains vacant after six months.
<p>Stopping outgoings and other fees</p> <ul style="list-style-type: none"> Operators can continue to charge outgoings (also known as weekly fees) to former residents after they leave the village. 	<ul style="list-style-type: none"> Require operators to stop charging outgoings either immediately or very soon after an ORA has been terminated and the unit has been fully vacated.
<p>Fixed deductions (fees subtracted from the capital sum repayment)</p> <ul style="list-style-type: none"> Fixed deductions accrue over time and can continue to accrue after the resident vacates their unit. 	<ul style="list-style-type: none"> Require fixed deductions stop accruing either immediately or very soon after an ORA has been terminated and the resident has fully vacated their unit.
<p>Capital gains and losses</p> <ul style="list-style-type: none"> At some villages, outgoing residents may be liable for any capital loss from relicensing the resident's unit, even if the resident is not eligible to share any potential capital gains. 	<ul style="list-style-type: none"> Only allow residents to be held liable for a capital loss to the same extent as they would be entitled to any share of the capital gains. Clarify that operators that share capital gains with residents would not have to make residents liable for capital losses.

Topic and issues	Summary of key proposals
<p>Insurance cover for retirement village operators</p> <ul style="list-style-type: none"> • Operators are generally unable to obtain full replacement cover policies required by the Act. • If a village is destroyed, the indemnity value paid to operators is typically less than the amount required to pay out to residents. • The Code does not restrict operators from passing on insurance excesses to residents. 	<ul style="list-style-type: none"> • Allow operators to obtain sum insured and collective policies. • Require operators to maintain insurance policies that are sufficient alongside other funds to pay out residents' capital sums if a village is destroyed. • Restrict operators' ability to pass on insurance excess amounts to residents where the resident was not at fault.
<p>Security for residents' capital sums</p> <ul style="list-style-type: none"> • Not all statutory supervisors can negotiate to hold personal property security, leaving a security gap which could result in residents not being refunded their full capital sum if a village gets into financial difficulty. 	<ul style="list-style-type: none"> • Require statutory supervisors to hold both land and personal property securities. To ensure consistency across all villages this proposal would apply to existing and new deeds of supervision.
<p>Retirement Villages Register</p> <ul style="list-style-type: none"> • The Act does not reflect modern register provisions or allow the Registrar to make corrections to technical errors in the register. 	<ul style="list-style-type: none"> • Several proposals were developed in consultation with the Registrar to modernise the Act and more closely reflect how the register is operated in practice.

The discussion paper also included a range of topics where no proposals were made to gather information through the consultation process. The topics were:

- minimum building standards for retirement villages
- the definition of 'retirement village' under the Act
- culturally-responsive services and models of care
- roles of government agencies in the retirement villages system
- the Code and the Code of Residents' Rights
- offences and penalties under the Act
- application of the Real Estate Agents Act 2008 to sales and transfers of retirement village units.

Annex B: Responses by submitter type

We do not have data for every question in the discussion paper as some questions sought information or examples, rather than a position on a proposal.

Question 1. Do you agree with the scope and objectives of the review?

	Yes	No	Not sure	Total
Lawyer/law firm	4	0	0	4
Other individual	17	1	4	22
Other organisation	8	2	1	11
Retirement village operator	14	3	1	18
Retirement village resident	95	6	4	105
Sector body or association	3	0	0	3
Whānau/family of retirement village resident	24	1	1	26
Total	165 (87.3%)	13 (6.9%)	11 (5.8%)	189

Question 4. Which proposed option for new disclosure documents do you agree with?

- Option 1: A Village Comparison and Information Statement
- Option 2: A new shorter Disclosure Statement.

	Option 1	Option 2	Both	Neither	Total
Lawyer/law firm	1	6	0	0	7
Other individual	7	12	1	2	22
Other organisation	6	6	1	0	13
Retirement village operator	2	19	1	8	30
Retirement village resident	41	48	4	6	99
Sector body or association	1	3	0	0	4
Whānau/family of retirement village resident	8	9	1	1	19
Total	66 (34.0%)	102 (53.1%)	8 (4.1%)	17 (8.8%)	194

Question 5. Is any information missing from the proposed documents?

	Yes	No	Not sure	Total
Lawyer/law firm	4	0	1	5
Other individual	5	6	9	20
Other organisation	6	3	1	10
Retirement village operator	6	9	1	16
Retirement village resident	21	27	43	91
Sector body or association	2	1	0	3
Whānau/family of retirement village resident	1	3	12	16
Total	45 (28.0%)	49 (30.4%)	67 (41.6%)	161

Question 6. Would the proposals to deal with false and misleading statements and inconsistency between a disclosure document and an ORA address the issues we have outlined?

	Yes	No	Not sure	Total
Lawyer/law firm	3	1	0	4
Other individual	12	3	5	20
Other organisation	5	2	3	11
Retirement village operator	6	9	2	17
Retirement village resident	57	6	30	93
Sector body or association	2	3	0	5
Whānau/family of retirement village resident	14	3	2	19
Total	100 (59.2%)	27 (16.0%)	41 (24.9%)	169

Question 8. Which of the proposed options for standardising ORAs do you agree with?

- Option 1 – Standardising the format (for instance, headings and layout)
- Option 2 – Standardising the format and some of the terms

	Option 1	Option 2	Neither	Total
Lawyer/law firm	0	5	2	7
Other individual	1	16	3	20
Other organisation	1	11	0	12
Retirement village operator	3	13	15	31
Retirement village resident	11	84	8	103
Sector body or association	0	3	2	5
Whānau/family of retirement village resident	3	17	0	20
Total	19 (9.6%)	149 (75.3%)	30 (15.2%)	198

Question 10. Are there certain types of retirement villages that the proposed standardised format would not work for?

	Yes	No	Not sure	Total
Lawyer/law firm	3	0	2	5
Other individual	1	4	13	18
Other organisation	4	3	4	11
Retirement village operator	15	4	2	21
Retirement village resident	14	17	62	93
Sector body or association	4	0	1	5
Whānau/family of retirement village resident	1	1	15	17
Total	42 (24.7%)	29 (17.1%)	99 (58.2%)	170

Question 11. Are there terms currently included in ORAs that could be considered unfair to residents?

	Yes	No	Not sure	Total
Lawyer/law firm	4	0	0	4
Other individual	13	1	5	19
Other organisation	7	2	2	11
Retirement village operator	3	9	2	14
Retirement village resident	55	4	30	89
Sector body or association	3	1	0	4
Whānau/family of retirement village resident	9	0	6	15
Total	94 (60.3%)	17 (10.9%)	45 (28.8%)	156

Question 12. Should a specific power be included in the Act to declare certain terms in ORAs to be unfair?

	Yes	No	Not sure	Total
Lawyer/law firm	2	3	1	6
Other individual	14	1	3	18
Other organisation	7	2	4	13
Retirement village operator	1	22	1	24
Retirement village resident	64	3	23	90
Sector body or association	2	2	1	5
Whānau/family of retirement village resident	18	1	0	19
Total	108 (61.7%)	34 (19.4%)	33 (18.9%)	175

Question 13. Are there any ORAs terms which may breach a resident's privacy?

	Yes	No	Not sure	Total
Lawyer/law firm	1	1	2	4
Other individual	6	1	11	18
Other organisation	7	2	2	11
Retirement village operator	1	17	2	20
Retirement village resident	19	11	60	90
Sector body or association	2	1	3	6
Whānau/family of retirement village resident	3	0	12	15
Total	39 (24.2%)	32 (19.9%)	90 (55.9%)	161

Question 14. Should conveyancers be able to provide intending residents with legal advice on ORAs?

	Yes	No	Not sure	Total
Lawyer/law firm	0	5	2	7
Other individual	12	4	2	18
Other organisation	3	5	2	10
Retirement village operator	1	20	2	23
Retirement village resident	48	22	21	91
Sector body or association	1	5	0	6
Whānau/family of retirement village resident	11	6	2	19
Total	76 (43.7%)	67 (38.5%)	31 (17.8%)	174

Question 15. Do you agree with the proposal to amend the definition of ‘retirement village property’ to specifically include operator-owned unit chattels and fixtures?

	Yes	No	Not sure	Total
Lawyer/law firm	5	0	0	5
Other individual	17	1	0	18
Other organisation	10	1	1	12
Retirement village operator	9	14	1	24
Retirement village resident	104	1	1	106
Sector body or association	3	0	1	4
Whānau/family of retirement village resident	25	0	0	25
Total	173 (89.2%)	17 (8.8%)	4 (2.1%)	194

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVR tallied)	9,645 (91.4%)	282 (2.7%)	419 (4.0%)	209 (2.0%)	10,555
RVR questionnaire (HUD tallied)	209 (79.8%)	15 (5.7%)	18 (6.9%)	20 (7.6%)	262

Question 16. Do you agree with the proposal to require operators to provide a list of operator-owned chattels and fixtures and the condition of these to intending residents?

	Yes	No	Not sure	Total
Lawyer/law firm	4	2	0	6
Other individual	17	1	1	19
Other organisation	12	0	0	12
Retirement village operator	10	15	1	26
Retirement village resident	105	1	1	107
Sector body or association	5	0	0	5
Whānau/family of retirement village resident	26	0	0	26
Total	179 (89.1%)	19 (9.5%)	3 (1.5%)	201

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	10,171 (96.3%)	122 (1.2%)	175 (1.7%)	94 (0.9%)	10,562
RVR questionnaire (HUD tallied)	246 (93.9%)	5 (1.9%)	1 (0.4%)	10 (3.8%)	262

Question 17. Do you agree with the proposal to assign responsibility for maintenance and repairs (including the direct cost of these) of operator-owned chattels and fixtures to the operator, except where the resident or their guest causes intentional or careless damage?

	Yes	No	Not sure	Total
Lawyer/law firm	5	1	0	6
Other individual	19	0	1	20
Other organisation	11	1	0	12
Retirement village operator	9	20	1	30
Retirement village resident	107	2	1	110
Sector body or association	3	2	0	5
Whānau/family of retirement village resident	24	1	0	25
Total	178 (85.6%)	27 (13.0%)	3 (1.4%)	208

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	10,188 (97%)	151 (1%)	139 (1%)	68 (1%)	10,546
RVR questionnaire (HUD tallied)	224 (85.5%)	14 (5.3%)	10 (3.8%)	14 (5.3%)	262

Question 18. Do you agree with the proposal to clarify that marks due to use of mobility aids and incontinence are classified as ‘fair wear and tear’?

	Yes	No	Not sure	Total
Lawyer/law firm	5	0	0	5
Other individual	15	1	3	19
Other organisation	10	1	1	12
Retirement village operator	12	5	1	18
Retirement village resident	88	4	13	105
Sector body or association	5	0	0	5
Whānau/family of retirement village resident	25	1	0	26
Total	160 (84.2%)	12 (6.3%)	18 (9.5%)	190

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	7,729 (73%)	1,159 (11%)	1,473 (14%)	161 (2%)	10,522
RVR questionnaire (HUD tallied)	190 (72.5%)	35 (13.4%)	28 (10.7%)	9 (3.4%)	262

Question 19. Do you agree with the proposal to require operators to meet the cost of replacing or upgrading operator-owned unit chattels and fixtures when they wear out?

	Yes	No	Not sure	Total
Lawyer/law firm	5	1	0	6
Other individual	20	0	0	20
Other organisation	12	0	0	12
Retirement village operator	8	18	3	29
Retirement village resident	109	1	1	111
Sector body or association	3	2	0	5
Whānau/family of retirement village resident	26	0	0	26
Total	183 (87.6%)	22 (10.5%)	4 (1.9%)	209

	Yes (HUD option)	Yes* (RVR option)	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	9,662 (91.3%)	440 (4.2%)	229 (2.2%)	179 (1.7%)	76 (0.7%)	10,586
RVR questionnaire (HUD tallied)	215 (82.1%)	18 (6.9%)	12 (4.6%)	6 (2.3%)	11 (4.2%)	262

*The RVR questionnaire included a further option, "Yes, up to the proportion of capital gain kept by the operator".

Question 20. If introduced, should the proposals apply to existing ORAs?

	Yes	No	Not sure	Total
Lawyer/law firm	2	1	0	3
Other individual	15	2	1	18
Other organisation	8	4	0	12
Retirement village operator	1	26	0	27
Retirement village resident	99	2	7	108
Sector body or association	1	4	0	5
Whānau/family of retirement village resident	23	1	2	26
Total	149 (74.9%)	40 (20.1%)	10 (5.0%)	199

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	9,401 (89.5%)	233 (2.2%)	635 (6.0%)	230 (2.2%)	10,499
RVR questionnaire (HUD tallied)	214 (81.7%)	15 (5.7%)	24 (9.2%)	9 (3.4%)	262

Question 22. Do you agree with the proposal to establish a new dispute resolution scheme that is independent of retirement village operators?

	Yes	No	Not sure	Total
Lawyer/law firm	6	1	0	7
Other individual	16	2	0	18
Other organisation	14	3	0	17
Retirement village operator	5	23	1	29
Retirement village resident	109	3	2	114
Sector body or association	2	3	0	5
Whānau/family of retirement village resident	25	0	0	25
Total	177 (82.3%)	35 (16.3%)	3 (1.4%)	215

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	8,527 (80.8%)	303 (2.9%)	1,369 (13.0%)	360 (3.4%)	10,559
RVR questionnaire (HUD tallied)	187 (71.4%)	20 (7.6%)	37 (14.1%)	18 (6.9%)	262

Question 23. Should the new scheme be delivered by:

- option 1: a dispute resolution scheme provider
- option 2: a government appointed commissioner

	Option 1	Option 2	Neither	Total
Lawyer/law firm	5	1	0	6
Other individual	2	10	2	14
Other organisation	7	5	2	14
Retirement village operator	7	3	7	17
Retirement village resident	44	44	6	94
Sector body or association	2	1	1	4
Whānau/family of retirement village resident	12	10	2	24
Total	79 (45.7%)	74 (42.8%)	20 (11.6%)	173

Question 24. Should residents be required to contribute to the costs of resolving disputes between residents (where the operator is not a party to the dispute)?

	Yes	No	Not sure	Total
Lawyer/law firm	5	2	0	7
Other individual	13	1	3	17
Other organisation	14	0	1	15
Retirement village operator	17	0	0	17
Retirement village resident	63	20	25	108
Sector body or association	5	0	0	5
Whānau/family of retirement village resident	10	8	5	23
Total	127 (66.1%)	31 (16.1%)	34 (17.7%)	192

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	3,983 (37.6%)	2,825 (26.7%)	3,299 (31.2%)	474 (4.5%)	10,581
RVR questionnaire (HUD tallied)	98 (37.4%)	73 (27.9%)	68 (26%)	23 (8.8%)	262

Question 25. Should legal representation be limited in a new scheme?

	Yes	No	Not sure	Total
Lawyer/law firm	2	3	0	5
Other individual	4	5	7	16
Other organisation	7	4	3	14
Retirement village operator	6	5	3	14
Retirement village resident	50	18	38	106
Sector body or association	2	3	0	5
Whānau/family of retirement village resident	3	6	15	24
Total	74 (40.2%)	44 (23.9%)	66 (35.9%)	184

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	1,757 (16.6%)	2,511 (23.8%)	5,495 (52.0%)	800 (7.6%)	10563
RVR questionnaire (HUD tallied)	32 (12.2%)	61 (23.3%)	141 (53.8%)	28 (10.7%)	262

Question 27. Would independent advocacy support that is free for residents to access be needed under a new dispute resolution scheme?

	Yes	No	Not sure	Total
Lawyer/law firm	1	3	0	4
Other individual	9	1	5	15
Other organisation	13	1	3	17
Retirement village operator	12	7	4	23
Retirement village resident	68	7	31	106
Sector body or association	3	2	0	5
Whānau/family of retirement village resident	19	2	4	25
Total	125 (64.1%)	23 (11.8%)	47 (24.1%)	195

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	4,318 (40.9%)	797 (7.5%)	4,584 (43.4%)	861 (8.2%)	10,560
RVR questionnaire (HUD tallied)	106 (40.5%)	17 (6.5%)	107 (40.8%)	32 (12.2%)	262

Question 28. What information on occupancy levels of aged residential care should be provided to intending residents?

- Option 1: average occupancy over previous 12 months
- Option 2: current occupancy at point in time

	Option 1	Option 2	Either / both	No info	Other info	Not sure	Total
Lawyer/law firm	1	0	2	0	0	0	3
Other individual	9	2	2	0	4	2	19
Other organisation	4	4	3	4	0	0	15
Retirement village operator	2	0	1	10	1	2	16
Retirement village resident	47	22	6	5	10	14	104
Sector body or association	0	0	3	0	2	0	5
Whānau/family of resident	15	6	1	1	1	0	24
TOTAL	78 (41.9%)	34 (18.3%)	18 (9.7%)	20 (10.8%)	18 (9.7%)	18 (9.7%)	186

	Option 1	Option 2	Either / both	No info	Other info	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	4,116 (37%)	3,543 (32%)	0	0	469 (4%)	1,796 (16%)	828 (7%)	10,752
RVR questionnaire (HUD tallied) *	94 (35.9%)	103 (39.3%)	0	13 (5%)	11 (4.2%)	59 (22.5%)	29 (11.1%)	309

*Some people ticked more than one option for this question, so the total exceeds the number of questionnaires HUD tallied (i.e. 262) and the percentages add to more than 100 percent.

Question 29. Should a clear statement that a suitable aged residential care unit cannot be guaranteed be included in one of the new disclosure documents?

	Yes	No	Not sure	Total
Lawyer/law firm	3	1	0	4
Other individual	22	0	0	22
Other organisation	12	0	1	13
Retirement village operator	17	0	1	18
Retirement village resident	98	4	3	105
Sector body or association	5	0	0	5
Whānau/family of retirement village resident	21	0	3	24
Total	178 (93.2%)	5 (2.6%)	8 (4.2%)	191

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	8,784 (83.1%)	349 (3.3%)	884 (8.4%)	555 (5.2%)	10,572
RVR questionnaire (HUD tallied)	206 (78.6%)	7 (2.6%)	24 (9.2%)	25 (9.5%)	262

Question 31. Should operators be allowed to charge aged residential care residents in ORA care suites a second fixed deduction ('deferred management fee')?

	Yes	No	Not sure	Total
Lawyer/law firm	1	4	0	5
Other individual	1	18	3	22
Other organisation	1	5	4	10
Retirement village operator	16	1	2	19
Retirement village resident	5	74	27	106
Sector body or association	2	1	0	3
Whānau/family of retirement village resident	1	21	2	24
Total	27 (14.3%)	124 (65.6%)	38 (20.1%)	189

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	587 (5.6%)	7,197 (68.1%)	1,938 (18.4%)	839 (7.9%)	10,561
RVR questionnaire (HUD tallied)	15 (5.7%)	157 (59.9%)	58 (22.1%)	32 (12.2%)	262

Question 34. Do you or someone you know live in a retirement village unit that is regularly cold or damp?

	Yes	No	Not sure	Total
Lawyer/law firm	0	2	1	3
Other individual	2	10	3	15
Other organisation	3	4	1	8
Retirement village operator	2	7	1	10
Retirement village resident	18	72	11	101
Sector body or association	0	1	0	1
Whānau/family of retirement village resident	2	15	4	21
Total	27 (17.0%)	111 (69.8%)	21 (13.2%)	159

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	1,029 (9.8%)	8,712 (82.6%)	435 (4.1%)	374 (3.5%)	10,550
RVR questionnaire (HUD tallied)	21 (8%)	133 (50.8%)	12 (4.6%)	16 (6.1%)	262

Question 35. Should retirement villages be upgraded to meet certain building standards, such as the healthy homes standards?

	Yes	No	Not sure	Total
Lawyer/law firm	5	0	0	5
Other individual	17	0	0	17
Other organisation	10	0	0	10
Retirement village operator	11	4	5	20
Retirement village resident	100	2	6	108
Sector body or association	3	0	0	3
Whānau/family of retirement village resident	23	1	0	24
Total	169 (90.4%)	7 (3.7%)	11 (5.9%)	187

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	10,004 (95.1%)	136 (1.3%)	171 (1.6%)	207 (2.0%)	10,518
RVR questionnaire (HUD tallied)	238 (90.8%)	3 (1.1%)	9 (3.4%)	12 (4.6%)	262

Question 36. Is the design of your retirement village age-friendly and accessible to support residents to age in place?

	Yes	No	Not sure	Total
Lawyer/law firm	0	0	1	1
Other individual	3	3	5	11
Other organisation	2	3	1	6
Retirement village operator	13	0	2	15
Retirement village resident	63	30	11	104
Sector body or association	0	0	0	0
Whānau/family of retirement village resident	12	6	3	21
Total	93 (58.9%)	42 (26.6%)	23 (14.6%)	158

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	8,368 (79.2%)	1,202 (11.4%)	617 (5.8%)	379 (3.6%)	10,566
RVR questionnaire (HUD tallied)	198 (75.6%)	28 (10.7%)	17 (6.5%)	19 (7.5%)	262

Question 37. Do you agree with: (submitters could choose more than one)

- the proposal to require operators to repay a former resident's capital sum within a fixed period after the ORA has been terminated and the unit has been fully vacated
- the proposal to require operators to pay interest on a former resident's capital sum if the unit remains vacant after six months
- neither of these.

	A. Supports repayment timeframe	B. Supports interest payments	C. Supports Neither
Lawyer/law firm	5	7	0
Other individual	18	13	1
Other organisation	9	10	1
Retirement village operator	3	12	19
Retirement village resident	115	62	7
Sector body or association	2	4	1
Whānau/family of retirement village resident	24	19	0
Total*	176 (78.6%)	127 (56.7%)	28 (12.5%)

*Note: we received responses from 224 submitters. The percentages exceed 100 percent as submitters could agree with more than one option.

Question 37a

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	10,119 (95.7%)	91 (0.9%)	170 (1.6%)	191 (1.8%)	10,571
RVR questionnaire (HUD tallied)	237 (90.5%)	6 (2.3%)	7 (2.7%)	12 (4.6%)	262

Question 37b

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	9,214 (87.3%)	540 (5.1%)	483 (4.6%)	316 (3.0%)	10,553
RVR questionnaire (HUD tallied)	215 (82.1%)	27 (10.3%)	7 (2.7%)	13 (5.0%)	262

Question 40. Should operators be able to apply for an exemption from the proposed mandatory repayment timeframe because of undue financial hardship?

	Yes	No	Not sure	Total
Lawyer/law firm	4	1	2	7
Other individual	1	13	4	18
Other organisation	7	2	3	12
Retirement village operator	6	3	1	10
Retirement village resident	19	64	16	99
Sector body or association	3	0	0	3
Whānau/family of retirement village resident	6	18	3	27
Total	46 (26.1%)	101 (57.4%)	29 (16.5%)	176

Question 41. Should certain types of retirement villages be either exempt from the proposed mandatory repayment timeframe or subject to a longer repayment timeframe?

	Yes	No	Not sure	Total
Lawyer/law firm	3	2	2	7
Other individual	4	10	3	17
Other organisation	5	3	3	11
Retirement village operator	16	3	0	19
Retirement village resident	16	53	32	101
Sector body or association	1	1	0	2
Whānau/family of retirement village resident	8	16	1	25
Total	53 (29.1%)	88 (48.4%)	41 (22.5%)	182

Question 43. If implemented, does the Interest on Money Claims Act 2016 provide a fair interest rate for operators to pay former residents if they have not relicensed the unit within six months?

	Yes	No	Not sure	Total
Lawyer/law firm	2	0	2	4
Other individual	5	3	9	17
Other organisation	3	2	3	8
Retirement village operator	8	0	4	12
Retirement village resident	19	18	55	92
Sector body or association	4	1	0	5
Whānau/family of retirement village resident	8	4	10	22
Total	49 (30.6%)	28 (17.5%)	83 (51.9%)	160

Question 44. If implemented, should the proposal to introduce a mandatory repayment timeframe for residents' capital sums apply to existing ORAs?

	Yes	No	Not sure	Total
Lawyer/law firm	3	3	0	6
Other individual	12	2	3	17
Other organisation	6	5	1	12
Retirement village operator	0	30	0	30
Retirement village resident	99	6	5	110
Sector body or association	1	4	0	5
Whānau/family of retirement village resident	23	1	2	26
Total	144 (69.9%)	51 (24.8%)	11 (5.3%)	206

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	9,369 (89.5%)	158 (1.5%)	542 (5.2%)	401 (3.8%)	10470
RVR questionnaire (HUD tallied)	208 (79.4%)	7 (2.7%)	27 (10.3%)	20 (7.6%)	262

Question 45. If implemented, should the proposal to require operators to pay interest on former residents' capital sums apply to existing ORAs?

	Yes	No	Not sure	Total
Lawyer/law firm	4	2	0	6
Other individual	10	2	3	15
Other organisation	7	5	1	13
Retirement village operator	3	27	0	30
Retirement village resident	92	6	11	109
Sector body or association	1	3	0	4
Whānau/family of retirement village resident	23	1	1	25
Total	140 (69.3%)	46 (22.8%)	16 (7.9%)	202

	Yes	Yes*	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	7,014 (62.8%)	2,529 (22.7%)	347 (3.1%)	767 (6.9%)	508 (4.5%)	11,165
RVR questionnaire (HUD tallied)	142 (54.2%)	66 (25.2%)	18 (6.9%)	24 (9.2%)	12 (4.6%)	262

*The RVR questionnaire included a further option, "Yes, where there is no share of capital gain to the resident".

Question 46. Do you agree with the proposal to require operators to stop charging weekly fees upon a unit being vacated or shortly after?

	Yes	No	Not sure	Total
Lawyer/law firm	4	1	1	6
Other individual	19	0	0	19
Other organisation	11	1	0	12
Retirement village operator	13	17	0	30
Retirement village resident	108	5	2	115
Sector body or association	5	0	0	5
Whānau/family of retirement village resident	26	1	0	27
Total	186 (86.9%)	25 (11.7%)	3 (1.4%)	214

	Yes	YES*	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	8,859 (80.3%)	1,876 (17.0%)	60 (0.5%)	62 (0.6%)	170 (1.5%)	11,027
RVR questionnaire (HUD tallied)	190 (72.5%)	62 (23.7%)	3 (1.1%)	1 (3.8%)	6 (2.3%)	262

*The RVR questionnaire included a further option, "Yes, where there is no share of capital gain to the resident".

Question 47. Should the proposal to require operators to stop charging weekly fees upon a unit being vacated or shortly after apply to existing ORAs?

	Yes	No	Not sure	Total
Lawyer/law firm	1	3	1	5
Other individual	14	1	2	17
Other organisation	5	3	0	8
Retirement village operator	4	25	0	29
Retirement village resident	105	2	1	108
Sector body or association	1	2	2	5
Whānau/family of retirement village resident	26	1	0	27
Total	156 (78.4%)	37 (18.6%)	6 (3.0%)	199

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	9,835 (93.3%)	111 (1.1%)	286 (2.7%)	311 (2.9%)	10,543
RVR questionnaire (HUD tallied)	221 (84.4%)	16 (6.1%)	12 (4.6%)	13 (5%)	262

Question 48. Do you agree with the proposal to require fixed deductions to stop accruing upon a unit being vacated or very shortly after?

	Yes	No	Not sure	Total
Lawyer/law firm	5	1	0	6
Other individual	17	0	0	17
Other organisation	11	0	1	12
Retirement village operator	14	16	1	31
Retirement village resident	102	4	1	107
Sector body or association	5	0	0	5
Whānau/family of retirement village resident	26	1	0	27
Total	180 (87.8%)	22 (10.7%)	3 (1.5%)	205

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	10,072 (95.5%)	49 (0.5%)	218 (2.1%)	207 (2.0%)	10,546
RVR questionnaire (HUD tallied)	237 (90.5%)	3 (1.1%)	12 (4.6%)	10 (3.8%)	262

Question 49. Should limits be placed on the size of the fixed deduction?

	Yes	No	Not sure	Total
Lawyer/law firm	1	3	2	6
Other individual	12	3	1	16
Other organisation	7	2	3	12
Retirement village operator	1	19	1	21
Retirement village resident	72	15	21	108
Sector body or association	1	4	0	5
Whānau/family of retirement village resident	24	2	0	26
Total	118 (60.8%)	48 (24.7%)	28 (14.4%)	194

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	7,796 (74.0%)	652 (6.2%)	1,536 (14.8%)	520 (4.9%)	10,531
RVR questionnaire (HUD tallied)	184 (70.2%)	15 (5.7%)	44 (16.8%)	19 (7.3%)	262

Question 50. Is greater transparency needed about the specific costs covered by fixed deductions?

	Yes	No	Not sure	Total
Lawyer/law firm	4	2	0	6
Other individual	13	3	0	16
Other organisation	8	2	1	11
Retirement village operator	0	14	1	15
Retirement village resident	84	7	8	99
Sector body or association	2	3	0	5
Whānau/family of retirement village resident	26	0	0	26
Total	137 (77.0%)	31 (17.4%)	10 (5.6%)	178

Question 51. If introduced, should the proposal apply to existing ORAs?

	Yes	No	Not sure	Total
Lawyer/law firm	3	2	0	5
Other individual	12	3	0	15
Other organisation	6	3	1	10
Retirement village operator	2	29	0	31
Retirement village resident	88	8	9	105
Sector body or association	1	3	1	5
Whānau/family of retirement village resident	24	1	1	26
Total	136 (69.0%)	49 (24.9%)	12 (6.1%)	197

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	8,827 (83.6%)	324 (3.1%)	949 (9.0%)	461 (4.4%)	10,561
RVR questionnaire (HUD tallied)	202 (77.1%)	13 (5%)	31 (11.8%)	16 (6.1%)	262

Question 52a. Do you agree with the proposal to require that operators can only make a resident liable for a capital loss on resale of their unit to the same extent as they would be entitled to any share of the capital gains?

	Yes	No	Not sure	Total
Lawyer/law firm	4	0	0	4
Other individual	11	1	0	12
Other organisation	9	1	0	10
Retirement village operator	24	3	0	27
Retirement village resident	70	2	0	72
Sector body or association	4	0	0	4
Whānau/family of retirement village resident	13	0	0	13
Total	135 (95.1%)	7 (4.9%)	0 (0.0%)	142

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	5,375 (50.9%)	2,118 (20.1%)	2,347 (22.2%)	720 (6.8%)	10,532
RVR questionnaire (HUD tallied)	115 (43.9%)	49 (18.7%)	69 (26.3%)	29 (11.1%)	262

Question 52b. Do you agree with the proposal that operators that share capital gains with residents would not be required to make residents liable for capital losses to the same extent?

	Yes	No	Not sure	Total
Lawyer/law firm	1	0	0	1
Other individual	9	1	0	10
Other organisation	3	1	0	4
Retirement village operator	6	13	0	19
Retirement village resident	46	1	0	47
Sector body or association	4	0	0	0
Whānau/family of retirement village resident	23	0	0	23
Total	94 (85.5%)	16 (14.5%)	0 (0.0%)	116

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	4,741 (45.0%)	1,950 (18.5%)	2,967 (28.2%)	874 (8.3%)	10,532
RVR questionnaire (HUD tallied)	116 (44.3%)	38 (14.5%)	79 (30.2%)	29 (11.1%)	262

Question 53. If implemented, should the proposal apply to existing ORAs?

	Yes	No	Not sure	Total
Lawyer/law firm	0	4	1	5
Other individual	10	2	4	16
Other organisation	6	2	2	10
Retirement village operator	3	25	0	28
Retirement village resident	77	12	13	102
Sector body or association	1	3	1	5
Whānau/family of retirement village resident	21	4	2	27
Total	118 (61.1%)	52 (26.9%)	23 (11.9%)	193

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	6,839 (64.8%)	676 (6.4%)	2,246 (21.3%)	794 (7.5%)	10,555
RVR questionnaire (HUD tallied)	157 (59.9%)	23 (8.8%)	53 (20.2%)	29 (11.1%)	262

Question 55. Is the definition of retirement village easy to understand?

	Yes	No	Not sure	Total
Lawyer/law firm	5	0	1	6
Other individual	6	4	5	15
Other organisation	7	5	1	13
Retirement village operator	21	0	0	21
Retirement village resident	41	18	29	88
Sector body or association	4	1	0	5
Whānau/family of retirement village resident	11	2	7	20
Total	95 (56.5%)	30 (17.9%)	43 (25.6%)	168

Question 57. Does the definition enable operators to respond to changing demographics and housing needs?

	Yes	No	Not sure	Total
Lawyer/law firm	2	1	1	4
Other individual	1	6	8	15
Other organisation	3	7	1	11
Retirement village operator	20	0	1	21
Retirement village resident	19	14	56	89
Sector body or association	1	1	0	2
Whānau/family of retirement village resident	3	4	12	19
Total	49 (30.4%)	33 (20.5%)	79 (49.1%)	161

Question 58a. Do you agree with the proposal to require that operators maintain insurance policies that, at all times, are sufficient (alongside other funds) to pay out all residents' capital sums in the event that a village is entirely destroyed?

	Yes	No	Not sure	Total
Lawyer/law firm	3	0	0	3
Other individual	12	3	0	15
Other organisation	8	1	0	9
Retirement village operator	17	10	0	27
Retirement village resident	80	15	1	96
Sector body or association	4	1	0	5
Whānau/family of retirement village resident	17	6	0	23
Total	141 (79.2%)	36 (20.2%)	1 (0.6%)	178

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	9,962 (94.5%)	67 (0.6%)	280 (2.7%)	238 (2.3%)	10,547
RVR questionnaire (HUD tallied)	233 (88.9%)	3 (1.1%)	10 (3.8%)	16 (6.1%)	262

Question 58b. Do you agree with the proposal to restrict operators from passing on any insurance excess to residents if the loss, damage or destruction relates to retirement village property; and if the resident was not at fault for the loss?

	Yes	No	Not sure	Total
Lawyer/law firm	3	0	0	3
Other individual	15	0	0	15
Other organisation	9	1	0	10
Retirement village operator	15	8	0	23
Retirement village resident	83	1	0	84
Sector body or association	5	0	0	5
Whānau/family of retirement village resident	22	0	0	22
Total	152 (93.8%)	10 (6.2%)	0	162

	Yes	Yes*	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	7,998 (73.8%)	1,097 (10.1%)	911 (8.4%)	438 (4.0%)	396 (3.7%)	10,840*
RVR questionnaire (HUD tallied)	157 (59.9%)	27 (10.3%)	49 (18.7%)	15 (5.7%)	14 (5.3%)	262

*The RVR questionnaire included a further option, "Yes, up to the proportion of capital gain kept by the operator".

Question 59. Do you foresee any issues with the proposal to remove the requirement that operators should have “full replacement cover” and instead allow them to obtain sum-insured and collective type insurance policies?

	Yes	No	Not sure	Total
Lawyer/law firm	2	2	0	4
Other individual	4	2	9	15
Other organisation	4	3	4	11
Retirement village operator	4	11	3	18
Retirement village resident	41	16	35	92
Sector body or association	1	5	0	6
Whānau/family of retirement village resident	7	5	10	22
Total	63 (37.5%)	44 (26.2%)	61 (36.3%)	168

Question 60. Is a 12-month transition period sufficient for operators to update insurance policies or obtain new ones to meet the proposed sufficient coverage requirement?

	Yes	No	Not sure	Total
Lawyer/law firm	0	0	2	2
Other individual	10	3	1	14
Other organisation	4	2	4	10
Retirement village operator	3	9	3	15
Retirement village resident	56	6	31	93
Sector body or association	3	3	0	6
Whānau/family of retirement village resident	12	0	9	21
Total	88 (54.7%)	23 (14.3%)	50 (31.1%)	161

Question 62. Do you agree that statutory supervisors should have the ability to hold both land and personal property security on behalf of residents?

	Yes	No	Not sure	Total
Lawyer/law firm	6	0	0	6
Other individual	12	1	4	17
Other organisation	9	0	2	11
Retirement village operator	10	7	1	18
Retirement village resident	73	4	22	99
Sector body or association	4	0	1	5
Whānau/family of retirement village resident	17	0	5	22
Total	131 (73.6%)	12 (6.7%)	35 (19.7%)	178

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	4,774 (45%)	1,673 (16%)	3,299 (31%)	844 (8%)	10,590
RVR questionnaire (HUD tallied)	91 (34.7%)	46 (17.6%)	86 (32.8%)	29 (11.1%)	262

Question 66. Does your retirement village provide a culturally responsive environment and/or services?

	Yes	No	Not sure	Total
Lawyer/law firm	0	0	1	1
Other individual	3	1	4	8
Other organisation	2	1	1	4
Retirement village operator	14	0	2	16
Retirement village resident	38	21	40	99
Sector body or association	0	0	0	0
Whānau/family of retirement village resident	9	1	8	18
Total	66 (45.2%)	24 (16.4%)	56 (38.4%)	146

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	5,067 (48.0%)	1,241 (11.8%)	3,562 (33.8%)	679 (6.4%)	10,549
RVR questionnaire (HUD tallied)	131 (50%)	26 (9.9%)	79 (30.2%)	26 (9.9%)	262

Question 69. Do you think government agencies have sufficient powers to carry out their functions within the retirement villages system?

	Yes	No	Not sure	Total
Lawyer/law firm	3	1	0	4
Other individual	2	7	6	15
Other organisation	4	6	2	12
Retirement village operator	16	0	0	16
Retirement village resident	9	39	51	99
Sector body or association	3	2	0	5
Whānau/family of retirement village resident	1	9	11	21
Total	38 (22.1%)	64 (37.2%)	70 (40.7%)	172

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	1,768 (16.8%)	3,622 (34.3%)	4,555 (43.2%)	606 (5.7%)	10,547
RVR questionnaire (HUD tallied)	47 (17.9%)	65 (24.8%)	126 (48.1%)	24 (9.2%)	262

Question 70. Do you think a government agency should be tasked with monitoring and auditing retirement villages' compliance with the legislative framework?

	Yes	No	Not sure	Total
Lawyer/law firm	2	3	0	5
Other individual	15	2	1	18
Other organisation	9	2	1	12
Retirement village operator	2	15	2	19
Retirement village resident	84	9	7	100
Sector body or association	2	3	0	5
Whānau/family of retirement village resident	21	1	0	22
Total	135 (74.6%)	35 (19.3%)	11 (6.1%)	181

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	8,178 (77.5%)	650 (6.2%)	1,306 (12.4%)	425 (4.0%)	10,559
RVR questionnaire (HUD tallied)	177 (67.6%)	26 (9.9%)	42 (16%)	17 (6.5%)	262

Question 71. Do you think one agency should have an overall leadership role?

	Yes	No	Not sure	Total
Lawyer/law firm	2	2	0	4
Other individual	16	1	1	18
Other organisation	10	1	1	12
Retirement village operator	6	11	2	19
Retirement village resident	89	1	9	99
Sector body or association	2	2	0	4
Whānau/family of retirement village resident	22	0	0	22
Total	147 (82.6%)	18 (10.1%)	13 (7.3%)	178

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	8,208 (77.6%)	606 (5.7%)	1,316 (12.4%)	443 (4.2%)	10,573
RVR questionnaire (HUD tallied)	186 (71%)	21 (8%)	39 (14.9%)	16 (6.1%)	262

Question 73. Do you agree that the Registrar should have the power to correct minor or technical errors in the register?

	Yes	No	Not sure	Total
Lawyer/law firm	3	0	0	3
Other individual	14	0	0	14
Other organisation	9	1	0	10
Retirement village operator	18	1	1	20
Retirement village resident	71	3	14	88
Sector body or association	4	0	0	4
Whānau/family of retirement village resident	13	1	5	19
Total	132 (83.5%)	6 (3.8%)	20 (12.7%)	158

Question 74. Do you agree that the Act should be amended to provide the Registrar with a power to specify the manner in which documents are to be filed or lodged?

	Yes	No	Not sure	Total
Lawyer/law firm	3	0	0	3
Other individual	13	0	2	15
Other organisation	8	1	0	9
Retirement village operator	17	1	1	19
Retirement village resident	67	3	14	84
Sector body or association	4	0	0	4
Whānau/family of retirement village resident	12	2	5	19
Total	124 (81.0%)	7 (4.6%)	22 (14.4%)	153

Question 75. Do you agree that the Act should be amended to provide the power to regulate the purposes for which the register can be searched and the manner in which it can be searched?

	Yes	No	Not sure	Total
Lawyer/law firm	1	3	0	4
Other individual	11	0	4	15
Other organisation	6	2	1	9
Retirement village operator	13	3	2	18
Retirement village resident	55	5	25	85
Sector body or association	4	0	0	4
Whānau/family of retirement village resident	11	1	7	19
Total	101 (65.6%)	14 (9.1%)	39 (25.3%)	154

Question 77. Do you agree with the following improvements to address the issues identified with the Code of Practice? (submitters could choose more than one)

- Introducing a regular review of the Code of Practice?
- Introducing a plain language Code of Practice?
- Providing the Code of Practice (and other registered documents) in alternate formats such as New Zealand Sign Language and Braille?
- None of these.

	Agrees regular review	Agrees plain language	Agrees alternate formats	None of these
Lawyer/law firm	3	5	3	0
Other individual	17	17	11	0
Other organisation	8	8	6	0
Retirement village operator	7	16	7	8
Retirement village resident	93	91	62	0
Sector body or association	5	7	3	0
Whānau/family of retirement village resident	16	16	14	0
Total*	150	161	105	8

Question 81. Should consultation requirements for weekly fees in the Code of Practice be changed or strengthened?

	Yes	No	Not sure	Total
Lawyer/law firm	2	1	0	3
Other individual	16	2	3	21
Other organisation	7	2	1	10
Retirement village operator	9	13	1	23
Retirement village resident	46	7	30	83
Sector body or association	2	3	0	5
Whānau/family of retirement village resident	13	0	2	15
Total	95 (59.4%)	28 (17.5%)	37 (23.1%)	160

Question 82. Are changes needed to the Code of Residents' Rights, such as including a resident's right to safety and clarifying and strengthening residents' rights and obligations to one another?

	Yes	No	Not sure	Total
Lawyer/law firm	3	1	0	4
Other individual	15	0	2	17
Other organisation	13	0	0	13
Retirement village operator	18	5	0	23
Retirement village resident	74	4	19	97
Sector body or association	4	1	0	5
Whānau/family of retirement village resident	14	0	8	22
Total	141 (77.9%)	11 (6.1%)	29 (16.0%)	181

Question 83. Are there any issues with the current provisions for offences, penalties, and enforcement tools under the Act?

	Yes	No	Not sure	Total
Lawyer/law firm	0	2	1	3
Other individual	4	1	11	16
Other organisation	5	2	5	12
Retirement village operator	0	16	1	17
Retirement village resident	22	7	63	92
Sector body or association	1	4	0	5
Whānau/family of retirement village resident	2	2	13	17
Total	34 (21.0%)	34 (21.0%)	94 (58.0%)	162

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	1,048 (9.9%)	1,224 (11.6%)	7,25 (68.7%)	1,032 (9.8%)	10,562
RVR questionnaire (HUD tallied)	14 (5.3%)	21 (8%)	195 (74.4)	32 (12.2%)	262

Question 84. Should all sales and transfers of retirement village units have the same consumer protections?

	Yes	No	Not sure	Total
Lawyer/law firm	2	4	0	6
Other individual	15	2	0	17
Other organisation	9	2	0	11
Retirement village operator	5	19	0	24
Retirement village resident	90	1	7	98
Sector body or association	1	4	0	5
Whānau/family of retirement village resident	20	0	2	22
Total	142 (77.6%)	33 (17.5%)	9 (4.9%)	183

	Yes	No	Not sure	No answer	Total
RVR questionnaire (RVA tallied)	9,304 (88.0%)	58 (0.5%)	483 (4.6%)	723 (6.8%)	10,568
RVR questionnaire (HUD tallied)	223 (85.1%)	0	12 (4.6%)	27 (10.3%)	262

Question 85. Do you think the third party facilitating the sale or transfer of a retirement village unit (whether that is the retirement village or an independent third party) should have a general fiduciary duty to act in the best interests of the outgoing resident?

	Yes	No	Not sure	Total
Lawyer/law firm	2	1	0	3
Other individual	16	1	0	17
Other organisation	9	2	0	11
Retirement village operator	5	18	0	23
Retirement village resident	82	5	10	97
Sector body or association	2	3	0	5
Whānau/family of retirement village resident	21	0	1	22
Total	137 (77.0%)	30 (16.9%)	11 (6.2%)	178

	Yes	No	Not sure	NO answer	Total
RVR questionnaire (RVA tallied)	8,822 (83.9%)	118 (1.1%)	802 (7.6%)	772 (7.3%)	10,514
RVR questionnaire (HUD tallied)	213 (81.3%)	2 (0.8%)	21 (8%)	26 (9.9%)	262