

## 15 Confidential Items

### 15.1 Chief Executive Officer Key Performance Indicators Update

#### Recommendation

Having considered agenda Item 15.1 in confidence under section 90 [ 2 ] and [ 3 ] [ a ] of the Local Government Act 1999, the Council pursuant to section 91 [ 7 ] of the Act orders that the item and the minutes, reports and all other records, relating to the matter be retained in confidence. This order is to be reviewed at or before the Ordinary Council Meeting to be held in November 2017, as to if this order is to continue in operation

### 15.2 Residential Tenancy Units

#### Recommendation

Pursuant to Section 90 [ 2 ] of the Local Government Act 1999 the Council orders that all persons, except the Acting Chief Executive Officer, and the Minute Secretary be excluded from attendance at the meeting for Agenda Item 15.2 Residential Tenancy Units

The Council is satisfied that pursuant to section 90 [ 3 ] [ h ] of the Act, the information to be received, discussed or considered in relation to the Agenda Item is information pertaining to legal advice

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed by the need to discuss this agenda item in confidence because the disclosure would involve the unreasonable disclosure legal advice

Legal advice has been sought around how the Residential Tenancy Units are currently being operated.

The following information was provided to Kelledy Jones Lawyers

The Council owns and lease out 7 units within the Pinnaroo Township. A location map from Lands Titles Office and Certificates of Titles are attached (attachment 3) The original (or at least only) application we can find for the units to become a retirement village was submitted in 2007 (attachment 1)

## 15 Confidential Items

### 15.2 Residential Tenancy Units

Over the years there has been some confusion or changes made within the Council that have changed them from the Pinnaroo Retirement Village to Pinnaroo Residential Tenancy Units and have set policies around each scenario of retirement village or residential tenancy unit (attachment 5) They have also been called the Pinnaroo Independent Living Units.

Subsequently as a result of the changes in the way these units operate there are tenants who are in there under different lease arrangements. Some are in there after paying a \$12,000 contribution and a reduced amount of rent under a lease provided under the Retirement Villages Act and some are in there paying reduced rent and having signed a Residential Tenancies Act lease an example of both are attached (attachment 2)

I have also included a breakdown of how each unit entered and the amount they pay for rent along with the current rental amounts that are included in the fees and charges (attachment 6)

We have recently received correspondence from the Department of Health and Ageing confirming that units are registered as a Retirement Village (attachment 4)

My concern is that if it is a registered Retirement Village we would be hard pressed to be complying. Also that there would be a substantial amount of capital works required to bring them up to a standard for disability access and inclusion. Yesterday a health care worker came into the Pinnaroo office (knowing there is a vacant unit) saying she has a client who is most at need and should be put in there.

My concern is this person would need assisted living (a health care professional visiting regularly) as they have dementia. I don't believe that this is the Council's core business or even the intent of these units. I definitely don't believe they are at a standard that would support this kind of living.

I don't support the Council staff being put in a position to determine whose client or which individual is most at need to go into a unit or undertake any form of asset testing.

## 15 Confidential Items

### 15.2 Residential Tenancy Units

So to conclude the answers I am seeking are:

1. Confirmation that these units must be operated as a Retirement Village or can be operated under the Residential Tenancies Act?
2. If they do not, what process needs to be taken to revoke the registration and operate them under the Residential Tenancy Act
3. If they are required to be operated under the Retirement Villages Act some guidance around requirements that would need to be met to comply with the Act
4. Any other guidance to assist with sorting this mess out

The response received to the above queries is as follows;

Our advice, having considered the documents provided and the resulting status of the properties located at 1-5 Jenkins Terrace, Pinnaroo ("the Premises"), is set out below:

#### **Retirement Village or Residential Tenancies**

The Premises meet the definitions of "*retirement village scheme*" and "*retirement village*" under the *Retirement Villages Act 1987* ("the RV Act"). This is because of the payment of a "premium" of \$12,000 by two of the residents (including one couple who reside together). The definition of "premium" under the Act is broad, it includes any non-recurrent payment made to the Council in consideration of admission by the resident into the Premises. In our view, the 'capital contribution' payable under clause 1 of the Retirement Village Conditions will be considered to be a premium under the RV Act.

The payment of a premium (as distinct from a security bond) is the distinguishing factor between a retirement village scheme falling under the RV Act and residential tenancies under the *Residential Tenancies Act 1995* ("the RT Act").

## 15 Confidential Items

### 15.2 Residential Tenancy Units

#### **Retirement Village or Residential Tenancies continued...**

If a premium is not payable by any resident of the Premises, then it becomes a “no premium retirement village” as defined in the RT Act. This means that the Premises fall outside the operation of the RV Act, but the Council can still require payments from residents (for domestic services and the like) under an agreement which is collateral to the residential tenancy, as provided for under the RT Act.

#### **Retirement Village Conditions for Tenants**

The Conditions of occupancy do not meet the requirements for a “residence contract” under section 17 of the RV Act, or regulation 5 of the *Retirement Village Regulations 2006* (“the RV Regulations”). The Contract does not, amongst other things, include items such as the right to ‘cool off’ or a dispute resolution process, financial details of the scheme or sufficient details about the relevant unit.

In addition, given that the whole Premises comes under the RV Act, all units (and all contracts) are required to comply with the requirements of the RV Act and the RV Regulations. To that end, we confirm the ‘Residential Tenancy Periodic Agreement’ also does not meet the requirements for a residence contract under the RV Act or the RV Regulations.

## 15 Confidential Items

### 15.2 Residential Tenancy Units

#### **Obligations for Retirement Village Scheme**

There are a number of significant, onerous and ongoing obligations on the Council in the operation of a retirement village, including:

1. an annotation must be made on the certificates of title for the Premises that the land is to be used as a retirement village. A penalty of up to \$35,000 applies for failure to do this. The current certificates of title for the Premises do not include such annotation;
2. the various requirements for residence contracts, as required by section 17 of the RV Act and Regulations 5 of the RV Regulations (as described above) must be met. Failure to satisfy these requirements is an offence with a maximum penalty of \$35,000;
3. a meeting of residents must be convened by the Council on an annual basis, not more than 4 months after the end of the financial year which relates to the village and otherwise in accordance with section 22 of the RV Act;
4. provision of details to residents of any person engaged by the Council to manage the village, as required under section 29 of the RV Act; and
5. the Council must also produce various financial reports and other information upon the request of a resident or resident committee under the RV Act. There are offence provisions for failing to comply with requirements relating to financial reports.

## 15 Confidential Items

### 15.2 Residential Tenancy Units

#### Options

Below, we outline the Council's options for transferring operation of the Premises from a retirement village under the RV Act to a 'no premium retirement village' with residential tenancies under the RT Act.

1. Under section 35 of the RV Act, a retirement village scheme (where residents remain in occupation) may be terminated with the approval of the Supreme Court. After termination of the retirement village scheme, the Council is able to operate the Premises as separate residential tenancies under the RT Act. An application to the Supreme Court is a costly exercise and, in our view, is unlikely to be granted where one or more of the residents dispute the Council's application.
2. Alternatively, the Minister for Ageing may terminate a retirement village scheme by notice in the Gazette, where the Minister is satisfied that all residents of the retirement village wish to terminate the scheme. Again, once the retirement village scheme is terminated, the Council would be able to operate the Premises as separate residential tenancies under the RT Act.
3. If the two residents who have paid premiums under the retirement village scheme vacate the Premises, the Premises would no longer fall within the definition of a retirement village under the RV Act. The Council could then operate the Premises as separate residential tenancies under the RT Act.

Under section 31 of the RV Act, residents have ongoing rights of occupation guaranteed under the RV Act and those rights cannot be terminated unless the resident dies, ceases to reside in the village, commits a breach of the residence contract or the Premises becomes unsuitable for the resident because of their mental or physical incapability. These rights may be modified by the residence contract, however, in the current circumstances the Retirement Village Conditions do not modify the Council's right to terminate the Contract and require vacant possession of the Premises.

## 15 Confidential Items

### 15.2 Residential Tenancy Units

#### **Options continued...**

Importantly, termination on the ground of breach of a residence contract or mental or physical incapacity is ineffective unless the South Australian Civil and Administrative Tribunal ('SACAT') is also satisfied that sufficient grounds exist for such termination.

In essence, this means that the Council cannot legally require the residents to vacate the Premises, unless a breach of the residence contract can be established with some certainty. We agree with your comments that it is not appropriate for Council staff to make an assessment of the mental or physical incapacity of a resident.

#### **Recommendation**

As outlined above, the Council is currently at risk of prosecution for non-compliance with several key aspects of the RV Act. Such prosecution would, quite clearly, also bring with it significant reputational damage for the Council.

We have assumed that, in the circumstances each of the premium-paying residents, who have been there for over 10 years, will not be willing to vacate the Premises. Let me know if you have any indication to the contrary.

The Council cannot unilaterally terminate a residence contract, unless there has been a clear breach of the Contract by a resident, or the Premises is clearly inappropriate for the resident because of their physical or mental capabilities (and that conclusion is supported by SACAT). Even if the Council were to obtain the consent of the premium-paying residents to 'transfer' to a residential tenancy, in our view, the Premises would still fall under the definition of retirement village under the RV Act, as a result of the premium having been paid. Similarly, even if the Council were to refund the premium to those residents in part or in full, the definition and the RV Act would still apply.

## 15 Confidential Items

### 15.2 Residential Tenancy Units

#### **Recommendation continued...**

As such, our recommended approach is to seek the consent of each of the residents (both premium-paying and otherwise) to convert the Premises from a retirement village under the RV Act to residential tenancies under the RT Act. In doing so, the Council should assure the residents that their rental obligations would not be greater than under a retirement village scheme.

If consent is obtained from all residents, the Council should then apply to the Minister for Ageing for termination of the retirement village scheme. If such termination is granted, the Council will need to prepare new residential tenancy agreements for the premium-paying residents. Such agreement should also note the termination of the retirement village scheme and the Contract used under that scheme.

If consent from all residents cannot be obtained, we can, after reviewing every relevant document and all correspondence, consider in further detail the Council's likelihood of success in an application to the Supreme Court for termination of the retirement village scheme.

#### **Additional Comments**

We note your comments below regarding the request for a 'high need' person to be provided with rights to occupy the Premises.

From a legal perspective, the Council is under no obligation to accept a resident into the Premises, whether 'high need' or otherwise. From a policy perspective, the Council will, in our view, be acting reasonably in refusing a new resident whom the Council anticipates requires a higher level of care than is offered/available at the Premises – where, maybe, a supported residential facility is what the person requires. This is consistent with the Council's current policy as well as its previous policy.

The Council needs to make a decision as to how it sees these units operating moving forward so that the appropriate procedures can be followed.



**COPY**

**CEO PA**

**From:** Raveane, Glenys (DFC) [Raveane.Glenys@sa.gov.au]  
**Sent:** Tuesday, 1 May 2007 2:15 PM  
**To:** council@southernmallee.sa.gov.au  
**Cc:** ceo@southernmallee.sa.gov.au  
**Subject:** Village Registration  
**Attachments:** #1 Register single vge.doc

FILE HS-02			
MEETING			
- 3 MAY 2007			
CEO	MCS	Int.P	IM
COGS	OHS	P/Roll	CRS

Hi Sharon

The Retirement Villages Act 1987 ("the Act") was amended in November 2006. As a result of these amendments, all villages are now required to be registered pursuant to section 11(1) of the Act. Registration was required by 30 April 2007.

Further to our phone conversation earlier today, attached is the form to register the Pinaroo Retirement Village.

<<#1 Register single vge.doc>>

The following link may also be useful in relation to any information required about retirement villages and Council obligations under the Act. The Summary of Amendments might be of particular interest. Hope this helps.

<http://www.familiesandcommunities.sa.gov.au/Default.aspx?tabid=150>

We look forward to receiving Council's registration as soon as possible. Thank you.

**Glenys Raveane**  
 Regional Team Leader (South)  
 Office for the Ageing  
 L4 SW Riverside Centre, North Tce  
 PO Box 70 Rundle Mall Adelaide SA 5000  
 Ph: 8207 0408  
 Fax: 8207 0555  
 Email: [glenys.raveane@dfc.sa.gov.au](mailto:glenys.raveane@dfc.sa.gov.au)

This e-mail may contain confidential information, which also may be legally privileged. Only the intended recipient(s) may access, use, distribute or copy this e-mail. If this e-mail is received in error, please inform the sender by return e-mail and delete the original. If there are doubts about the validity of this message, please contact the sender by telephone. It is the recipient's responsibility to check the e-mail and any attached files for viruses.

DO



NOTIFICATION OF INFORMATION REQUIRED FOR REGISTER  
Retirement Villages Act 1987, section 12(1)

Single Village

Full name of retirement village: PINNAROO AND DISTRICT RETIREMENT VILLAGE

Village location: 1-3 JENKINS TERRACE PINNAROO SA 5304  
street suburb postcode

Local Govt Area: SOUTHERN MALLEE DISTRICT COUNCIL

No. of ILUs: 7 @ 17/5/07 No. of Flexi units / serviced apartments: @  
date date (if applicable) date

Name of Administering Authority (AA): SOUTHERN MALLEE DISTRICT COUNCIL  
Individual / organisation / company

Contact person for correspondence: CHIEF EXECUTIVE OFFICER  
name

Address for correspondence: PO BOX 49 PINNAROO SA 5304  
street or postal suburb postcode

Phone: (08) 85 778 002 Fax: (08) 85 778 443

Email: council@southernmallee.sa.gov.au

Name of Village Manager: (if different to AA) N/A

Address for correspondence: street or postal suburb postcode

Phone: ( ) Fax: ( )

Email:

Name of company / organisation represented by Village Manager: (if applicable) N/A

Name of State Manager: (if applicable)

Postal address: suburb postcode

Phone: ( ) suburb postcode

Exemptions under the Retirement Villages Act 1987: (if applicable)

Certificate(s) of Title:

Name of Registered Proprietor  
 in Fee Simple: .....SOUTHERN MALLEE DISTRICT.....  
individual / organisation / company

CT Volume #: .5708..... Folio #: .....37..... CT endorsed: Yes / No  
 CT Volume #: .5186..... Folio #: .....27..... CT endorsed: Yes / No  
 CT Volume #: ..... Folio #: ..... CT endorsed: Yes / No  
 CT Volume #: ..... Folio #: ..... CT endorsed: Yes / No  
 CT Volume #: ..... Folio #: ..... CT endorsed: Yes / No

OR

ATTACH A COPY OF EACH CERTIFICATE OF TITLE

Fee accompanying Form 1:

Fees:

Villages with no more than 10 residences = \$15  
 More than 10 but less than 50 residences = \$40  
 More than 50 but less than 150 residences = \$150  
 More than 150 but less than 300 residences = \$400  
 More than 300 residences = \$500

Total # residences:  
 = 7  
 @ ..17/5/07.....  
date  
 = \$15.00

Signed: ..... J. J. Goren .....  
administering authority  
 Date: 17/5/07

NOTE - This Form must be accompanied by the prescribed fee in the form of a cheque made payable to the DEPARTMENT FOR FAMILIES AND COMMUNITIES.  
 Forward completed Form & cheque to:  
 Office for the Ageing, Retirement Village Admin, PO Box 70, Rundle Mall SA 5000

**CERTIFICATE OF TITLE**

REAL PROPERTY ACT, 1886



South Australia

VOLUME 5708 FOLIO 37

Edition 1

Date Of Issue 08/11/1999

Authority T 8729882

I certify that the registered proprietor is the proprietor of an estate in fee simple (or such other estate or interest as is set forth) in the land within described subject to such encumbrances, liens or other interests set forth in the schedule of endorsements.



REGISTRAR-GENERAL

REGISTERED PROPRIETOR IN FEE SIMPLE

SOUTHERN MALLEE DISTRICT COUNCIL OF PO BOX 49 PINNAROO SA 5304

DESCRIPTION OF LAND

ALLOTMENTS 3, 4 AND 5 TOWN OF PINNAROO  
HUNDRED OF PINNAROO

EASEMENTS

NIL

SCHEDULE OF ENDORSEMENTS

NIL

**COPY**

**COPY**  
 (CERTIFICATE OF TITLE)  
 South Australia

Register Book,

Vol. **124**  
 Folio **187**  
 Now 5186  
 27

Pursuant to Memorandum of Transfer No. 820394

HENRY LENNOX BUSCOMBE of Adelaide Auctioneer is

the proprietor of an estate in fee simple \_\_\_\_\_ subject nevertheless to such incumbrances liens and interests as are notified by memorial underwritten or endorsed hereon in those sections of land situated in the TOWN of PINNAROO County of CHANOS NOD. 1 and 2 each containing one rod or thereabouts and bounded as appears in the plan in the margin hereof

Except and reserved unto His Majesty His heirs and successors all gold silver copper tin and other metals ore minerals and other substances containing metals and all gems and precious stones coal and mineral oil in and upon such land and all incidental powers as provided for in "The Crown Lands Act 1903" Which said Sections are delineated in the public map of the said Town deposited in the Lands and Survey Office at Adelaide.

In witness whereof I have hereunto signed my name and affixed my seal this \_\_\_\_\_ day of August 19\_\_

Signed the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_ in the presence of \_\_\_\_\_

Registrar-General



Amount is application No 917800  
 Identical copy from Registrar-General of Pinnaroo  
 water table water and other minerals  
 William Grant of Pinnaroo farmer etc.

LAND AS THE EXECUTORS NAMED IN THE WILL DATED

THE 22 DAY OF January 1918 OF THE ABOVE

NAMED Henry James Gordon

WHO DIED ON THE 9 DAY OF December 1923 AS APPEARS BY PROBATE DATED THE 1

PRODUCED FOR REGISTRATION THE 25 DAY OF January 1925 AT 2.50 pm

Transfer No 917800 from Identical copy from Registrar-General

and water table copy from Registrar-General  
 and water table copy from Registrar-General  
 and water table copy from Registrar-General  
 of an estate in fee simple in the will of \_\_\_\_\_  
 made Identical copy from Registrar-General and water table  
 of an estate in fee simple in the will of \_\_\_\_\_  
 made Identical copy from Registrar-General and water table

	100	100	100
Jenkins	100	100	100
Gordon	58	57	100

MINERAL

TRANSFER NO. 1298219 FROM  
 George Stamatel Joseph & Davis &  
 David Alfred, Heirs of Stamatel  
 Katorer  
 OF AN ESTATE IN FEE SIMPLE IN THE WITHIN LAND.  
 PRODUCED FOR REGISTRATION THE 20 DAY OF  
 July 1939 AT 2:50 PM  
 DEPT. REG. GENL.

TRANSFER NO. 1266914 FROM  
 Stamatel George & George Stamatel  
 Joseph Davis of Stamatel Katorer  
 OF AN ESTATE IN FEE SIMPLE IN THE WITHIN LAND.  
 PRODUCED FOR REGISTRATION THE 1 DAY OF  
 July 1938 AT 11:30 AM  
 DEPT. REG. GENL.

TRANSFER NO. 1140833 FROM  
 Stamatel George & George Stamatel  
 Joseph Davis of Stamatel Katorer  
 TO Stamatel George & George Stamatel  
 Joseph Davis of Stamatel Katorer  
 OF AN ESTATE IN FEE SIMPLE IN THE WITHIN LAND.  
 PRODUCED FOR REGISTRATION THE 2 DAY OF  
 July 1938 AT 11:00 AM  
 DEPT. REG. GENL.

TRANSFER NO. 953965 FROM  
 Stamatel George & George Stamatel  
 Joseph Davis of Stamatel Katorer  
 TO Stamatel George & George Stamatel  
 Joseph Davis of Stamatel Katorer  
 OF AN ESTATE IN FEE SIMPLE IN THE WITHIN LAND.  
 PRODUCED FOR REGISTRATION THE 23 DAY OF  
 February 1926 AT 3 PM  
 DEPT. REG. GENL.

New

5186/22

THE 30 DAY OF February 1924 OF THE ABOVE  
 NAMED  
 WHO DIED ON THE  
 1925 AS APPEARS BY PROBATE DATED THE  
 DAY OF December 1925 PRODUCED FOR REGIS-  
 TRATION THE 23 DAY OF February 1926 AT 3 PM  
 DEPT. REG. GENL.

TRANSFER NO. 4089889 TO  
 The District Council of Pinaceros  
 of Post Office Box 49 Pinaceros  
 5304  
 OF THE WITHIN LAND. PRODUCED 5-9-1977

TRANSFER NO. 1374955 FROM  
 Stamatel George & George Stamatel  
 Joseph Davis of Stamatel Katorer  
 TO Stamatel George & George Stamatel  
 Joseph Davis of Stamatel Katorer  
 OF AN ESTATE IN FEE SIMPLE IN THE WITHIN LAND.  
 PRODUCED FOR REGISTRATION THE 16 DAY OF  
 September 1925 AT 11:00 AM  
 DEPT. REG. GENL.



**PINNAROO RETIREMENT VILLAGE**

**APPLICATION FOR ADMISSION**

(All enquires are confidential)

\*Please fill in all details in block letters

1. **FULL NAME**  
Mr / Mrs / Miss .....
2. **ADDRESS**  
.....  
.....
3. **PHONE NUMBER** .....
4. **DATE OF BIRTH** .....
5. **STATE OF HEALTH**  
.....  
.....  
.....
6. **ARE YOU MARRIED / SINGLE / WIDOW / WIDOWER?**
7. **HAVE YOU ANY CHILDREN LIVING? (IF YES, LIST THEIR NAMES AND ADDRESSES)**  
.....  
.....  
.....  
.....
8. **DO YOU RECEIVE AN OLD AGE PENSION OR ANY OTHER PENSION?**    YES/NO

I have read carefully the "Conditions for Tenants" and I declare that I agree to abide by the said conditions.

..... **APPLICANT**

..... **DATE**

**OFFICE USE ONLY**

Date Application Received ..... Received by .....

Remarks .....  
.....



## PINNAROO RETIREMENT VILLAGE

### CONDITIONS FOR TENANTS

(Please read carefully)

1. The tenant shall pay to the Council a capital contribution of (currently \$12,000).
2. The tenant shall pay to the Council a maintenance fee (currently \$28.00 per week). The maintenance fee shall be paid in advance on a minimum basis of fortnightly instalments.
3. The Council shall pay all rates and taxes and other like impositions and shall keep the premises in reasonable repair.
4. The Council shall provide and maintain a refrigerator, electric stove and washing machine for each unit. However, a tenant may wish to use own refrigerator and or washing machine. The Council supplied equipment will be stored on these occasions.
5. Council will not be responsible to maintain the refrigerator and or washing machine, which is not supplied by Council.  
  
The tenant or his/her survivors may remove the tenant owned refrigerator and or washing machine.
6. The Council shall provide a hole in the external wall of each unit for an air conditioner. The air conditioner may be provided by the tenant but shall become the property of the Council and be maintained by Council.
7. The Council shall provide one TV antenna with a TV point in each unit.
8. The Council shall pay all water rates.
9. The Council shall supply neutral tone floor coverings and blinds. Tenants to supply curtains.
10. The Council shall provide a telephone point in each unit. Tenant responsible for their own telephone expenses.
11. The tenant shall comply with all by-laws and conditions relating to such premises.
12. The tenant shall allow access to the premises at all reasonable times to any person authorised by the Council.
13. The tenant shall keep the premises and all fittings in good substantial condition.
14. The tenant shall not accumulate unnecessary goods and the tenant shall keep the premises in a clean and tidy condition, subject to the satisfaction of the Council.
15. The tenant shall notify the Council of any repairs necessary and shall not effect any unless authorised by the Council.
16. The tenant shall not keep any animals or birds on the premises without the permission of the Council in writing.

17. The tenant shall not effect any alteration or addition to the premises nor erect any structure on the land adjoining the premises without the approval of the Council in writing.
18. The tenant shall not drive nails or any other matter into any of the walls of the premises without approval from the Council.
19. The tenant shall live peaceably and quietly with all other tenants in the group of flats wherein he/she is allocated a flat and shall not assign the tenancy of the premises either wholly or in part without approval of the Council.
20. The tenant shall not do or permit any act whereby the Insurance Policy on the said premises may be affected.
21. The Council will keep the premises insured at all times and in case any part shall be damaged or destroyed will repair or rebuild as soon as practicable to a condition equal to that prior to such damage or destruction.
22. The tenant shall be responsible for any insurance on his/her own personal property.
23. The tenant shall be responsible for light and power used during their tenancy of a flat.
24. Should illness or infirmity arise, the Council cannot be expected to provide care. Transfer to hospital will be essential. During infirmity or sickness the flat allocated and occupied by the tenant will be held for a reasonable period. The position will be reviewed by the Council from time to time and should it become apparent at any time that the tenant is no longer able to care for himself/herself, the flat may be re-allocated.
25. In relation to the capital contribution, the Council shall reimburse to the tenant or their nominated survivors' part of the capital contribution as it relates to the length of tenancy. (Council to retain \$1,000 contribution per month or part thereof, for example, if a tenant leaves 7 months after occupying the unit, the Council would reimburse \$5,000.)
26. The tenant paying a maintenance fee and observing the conditions herein contained shall peaceably and quietly use and occupy the premises, as living quarters only, without interruption by the Council.
27. If a tenant intends to vacate his/her/their unit, then the tenant shall be required to give at least one months notice of intention to vacate.

I HAVE CAREFULLY PERUSED THE ABOVE CONDITIONS AND DECLARE I WILL CONSCIENTIOUSLY CARRY OUT THE SAME.

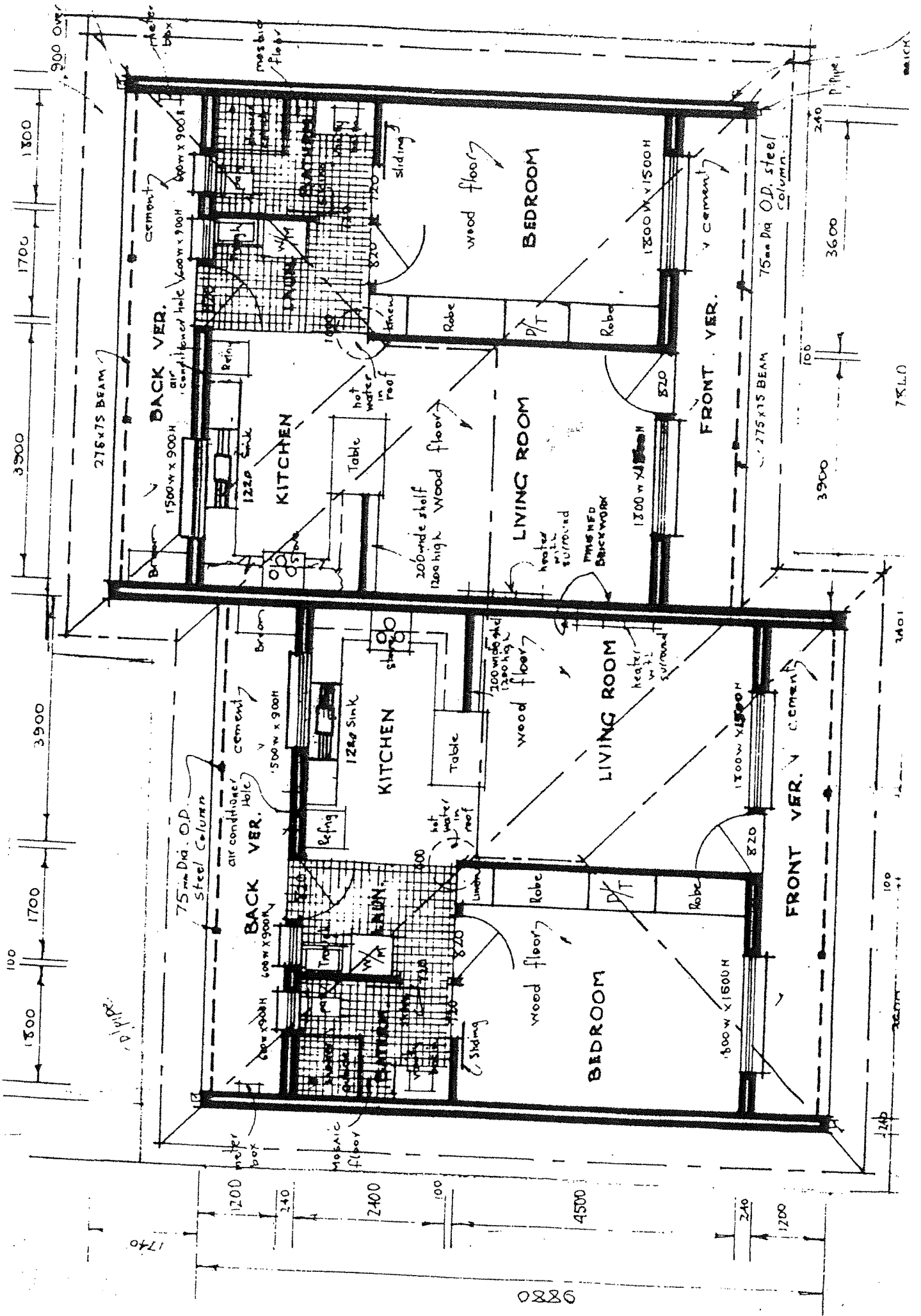
Tenant / Tenants .....

Dated .....

For and on behalf of the Southern Mallee District Council.

.....

Dated .....



0886





RECEIVED	
16 NOV 2015	
Record No	IPROC20155
File No	16.92/5
SDS 20/Versic	5

## RESIDENTIAL TENANCY PERIODIC AGREEMENT

*Parties to this agreement should consider obtaining legal advice about their rights and obligations under the agreement.*

**LANDLORD:** (Landlord details must be completed even if an agent is acting for the landlord)

Insert full name/s: <b>SOUTHERN ADAMANT DIST. COUNCIL</b>	
Address for service of documents (must not be agent's address): <b>7-0 Pox 49, PINNAROO SA</b>	
Postcode: <b>5304</b>	
Contact telephone number (only required if no agent is managing the property for the landlord): <b>8577 9002</b>	

**AGENT:**

Insert name of registered agent or person managing the property for the landlord:	
Address (for service of documents):	
RLA:	
Postcode:	
Telephone:	Mobile:
Email address for service of notice or document:	

**TENANT/S**

Insert full name of tenant 1: <b>ALAN JAMES SHARRAD</b>	
Contact telephone number: <b>0408803337</b>	Email address for service of notice or document: <b>AJS SHARRAD@GMAIL.COM</b>
Insert full name of tenant 2:	
Contact telephone number:	Email address for service of notice or document:
Insert full name of tenant 3:	
Contact telephone number:	Email address for service of notice or document:

**ADDRESS OF PREMISES:**

<b>JENKINS TCE, PINNAROO SA 5304</b>
--------------------------------------

**COMMENCEMENT OF AGREEMENT:**

Start date: <b>30/11/2015</b>
----------------------------------

**BOND AMOUNT:**

<b>\$ 200.00</b>
------------------

**RENT:**

Weekly amount: <b>\$ 100.00</b>	Payment of rent will be made on: Insert day of week rent is due <b>FRIDAY</b>	of each <input checked="" type="checkbox"/> week / <input type="checkbox"/> fortnight / <input type="checkbox"/> month
------------------------------------	---	--

**METHOD OF PAYMENT:** An option to pay the rent by an alternative method not involving attendance at the premises must be offered to the tenant.

Insert how/where the rent is to be paid: <b>DIRECT DEBIT</b>
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## TERMS OF THE AGREEMENT

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**1. Application of the Act and Regulations**

The landlord and the tenant are legally bound to comply with the provisions of the *Residential Tenancies Act 1995* and the associated Regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to that extent void.

**2. Maintenance of premises - landlord**

The landlord will hand over the premises and ancillary property in a reasonable state of cleanliness, maintain the premises in a reasonable state of repair and abide by all legal requirements regarding the buildings and health and safety in respect of the premises.

**3. Maintenance of premises - tenant**

The tenant will keep the premises and ancillary property in a reasonable state of cleanliness and will notify the landlord of any damage to the premises or any state of disrepair that arises during the tenancy. The tenant must not intentionally or negligently cause or permit damage to the premises or ancillary property.

**4. Use of premises**

The tenant will not use, allow or cause the premises to be used for any illegal purpose or cause, or allow a nuisance. The tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises.

**5. Handing over vacant possession without legal impediment**

At the commencement of the agreement the landlord will hand over vacant possession of the premises to the tenant (except for any part reserved for the landlord's own use set out in this document). When handing over vacant possession the landlord agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the tenant from using the premises as a residence for the term of the tenancy.

**6. Tenant's right to peace comfort and privacy**

The landlord will not cause or allow any interference with the peace, comfort or privacy of the tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of other premises.

**7. Landlord's right of entry**

All entry is to be made between 8am and 8pm on any day other than a Sunday or public holiday. The landlord may, subject to the conditions in term 6 above, enter the premises:

- (a) in an emergency;
- (b) at a time previously arranged with the tenant, but not more than once every week to collect rent. (provided a reasonable alternative method of paying rent not involving attendance at the premises has been offered, but not accepted by the tenant);
- (c) to inspect the premises, not more frequently than once every four weeks, by giving written notice seven to fourteen days before entering the premises specifying a period of up to 2 hours within which the proposed entry will occur. A 2 hour period does not apply if the premises are in a remote location or it is necessary for the landlord or agent to be accompanied by a person at the inspection;
- (d) to carry out garden maintenance, but only at a time previously arranged with the tenant no more than 7 days before the day of entry or by giving written notice 7 to 14 days before entering the premises;
- (e) to carry out necessary maintenance or repairs after giving at least 48 hours notice;
- (f) after giving reasonable notice to the tenant to show the premises to prospective tenants during the last 28 days of a tenancy;
- (g) to show the premises to prospective purchasers on not more than 2 occasions in any 7 day period after giving reasonable notice, or at a time previously arranged with the tenant;
- (h) to determine whether a breach has been remedied after having given notice of a breach under section 80 of the Act to the tenant and after giving written notice of no less than 7 and no more than 14 days on a prescribed form;
- (i) for some other genuine purpose after giving written notice 7 to 14 days before entering, or with the consent of the tenant;
- (j) if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

If the tenant indicates that he or she wants to be present during the entry, the landlord must make reasonable effort to negotiate an entry time that is convenient for the tenant to be present, taking into account the commitments of both the tenant and the persons entering the premises. This does not apply to

entry in an emergency, to determine if a breach has been remedied, or to determine if the property has been abandoned.

**8. Locks and security devices**

The landlord will provide and maintain locks and other devices that are necessary to ensure the premises are reasonably secure. Neither the landlord nor the tenant will alter or remove a lock or security device or add a lock or security device without the consent of the other. Neither the landlord nor the tenant will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by, and at the expense of, the other.

**9. Alterations and additions**

The tenant must not, without the landlord's written consent, make an alteration or addition to the premises. The landlord will not unreasonably withhold consent to an alteration or addition that is necessary to ensure the provision of infrastructure or a service of a prescribed kind.

**10. Removal of fixtures**

Where the landlord gives consent to a tenant's request to carry out an alteration or addition to the premise, the tenant may remove a fixture affixed to the premises unless its removal would cause damage to the premises.

**11. Compensation for damages when removing a fixture**

If a tenant causes damage to the premises by removing a fixture, the tenant must notify the landlord and, at the option of the landlord, repair the damage or compensate the landlord for the reasonable cost of repairing the damage.

**12. Subletting or assignment**

The tenant has the right, with the landlord's written approval, to sublet the rental premises, or assign their interest to another party. The landlord cannot unreasonably withhold consent or charge for subletting or assignment, except for reasonable incidental expenses in doing so.

**13. Termination by landlord or tenant for breach of agreement**

If a breach is capable of being remedied either the landlord or the tenant may terminate the tenancy by notice of termination given to the other for breach of any term of the agreement. Such notice is to be in the written form required by regulation, specifying the breach and informing the tenant or landlord that if the breach is not remedied within a specified period (which must be a period of at least 7 clear days) from the date the notice is given, then the tenancy is terminated by force of the notice.

**14. Termination for rent arrears**

Where the landlord seeks to terminate a tenancy on the basis of the tenant's failure to pay rent, rent must be outstanding for at least 14 days before the landlord can issue a notice of termination for the breach.

**15. Termination on hardship grounds**

Either the landlord or the tenant may apply to the South Australian Civil and Administrative Tribunal (SACAT) for an order to terminate a tenancy because the continuation of the tenancy would cause undue hardship.

**16. Termination by landlord - certain purposes**

The landlord may give the tenant at least 60 days notice of termination of this agreement in the written form required by regulation if:

- (a) possession of the premises is required for demolition;
- (b) possession of the premises is required to carry out repairs or renovations that cannot be done with reasonable convenience while the tenant remains in possession of the premises;
- (c) possession of the premises is required for personal occupation or occupation by the landlord's spouse, child, parent, or the spouse of a child or parent;
- (d) a contract for sale of the premises has been entered into under which the landlord is required to give vacant possession of the premises.

**17. Termination by landlord - no grounds**

The landlord may give the tenant at least 90 days notice of termination of this agreement without specifying any ground for the notice. The notice must be given in the written form required by regulation.

**18. Termination by tenant - no grounds**

The tenant may give the landlord in writing at any time at least 21 days, or a period equivalent to a single period of the tenancy (whichever is the longer), notice of termination of this agreement without specifying any ground for the notice. The notice must be given in the written form required by regulation.



**19. Insurance**

The parties acknowledge that should they want their property insured; the landlord would be responsible to insure their dwelling, fixtures and fittings and the tenant would be responsible to insure their personal belongings and furnishings.

**DOMESTIC APPLIANCE REQUIRING INSTRUCTION:** *Manufacturers' manuals, or written or oral instructions must be provided to the tenant.*

List all appliances or devices provided as part of the agreement for which it would be reasonable to expect the tenant to require instructions e.g. air conditioner:

.....

.....

**WATER USE AND SUPPLY:** *In the absence of a specific agreement with the tenant, if the water supply is separately metered, the tenant is responsible to pay for all water use and the water supply charge. The tenant is not required to pay charges for water unless the landlord requests payment from the tenant within 3 months of the issue of the bill, or the tenant has requested a copy of the account from the landlord and the landlord failed to provide it (at no cost) within 30 days of the request.*

Tick one box:

All water use and supply charge	All water use only	Supply charge only	Other	Insert details of other agreement:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**EXCLUSIONS:**

Describe those parts of the premises not subject to this agreement with as much detail as possible, attach list if necessary:

.....

**ADDITIONAL TERMS OF AGREEMENT**

Insert any other terms of the agreement e.g. no pets:

..... And 5 year lease - with right to renew.....

**SIGNATURE OF LANDLORD/S OR AGENT:**

	Date:	15/10/15
	Date:	1 1

**SIGNATURE OF TENANT/S:** *Ensure you have read all terms of this agreement before signing.*

	Date:	15/10/15
	Date:	1 1
	Date:	1 1

For general tenancy information contact Consumer and Business Services on 131 882, or visit [www.sa.gov.au/tenancy/renters](http://www.sa.gov.au/tenancy/renters)



allow shared → 857078098

UNIT 3 -

9/11/15

1800 mm high x 820 mm wide  
size of tub 50x50 square

HOT water pump - (electric)  
gas water heater - OK to replace - no  
cost to council (gas heater already, same)  
- Discuss with Acting CEO  
→ NO

\* clear UNIT 3

Cartes - ~~ACTING~~ ACTING

REPORT - Parents Hall  
'scout' use

11:00

Short meeting with Acting CEO -  
Re: UNIT 3 - tenant allow shared -  
also flagged was keen to replace the current  
electric heater (water) still in operation  
we both agreed - not to replace as  
it's a still working

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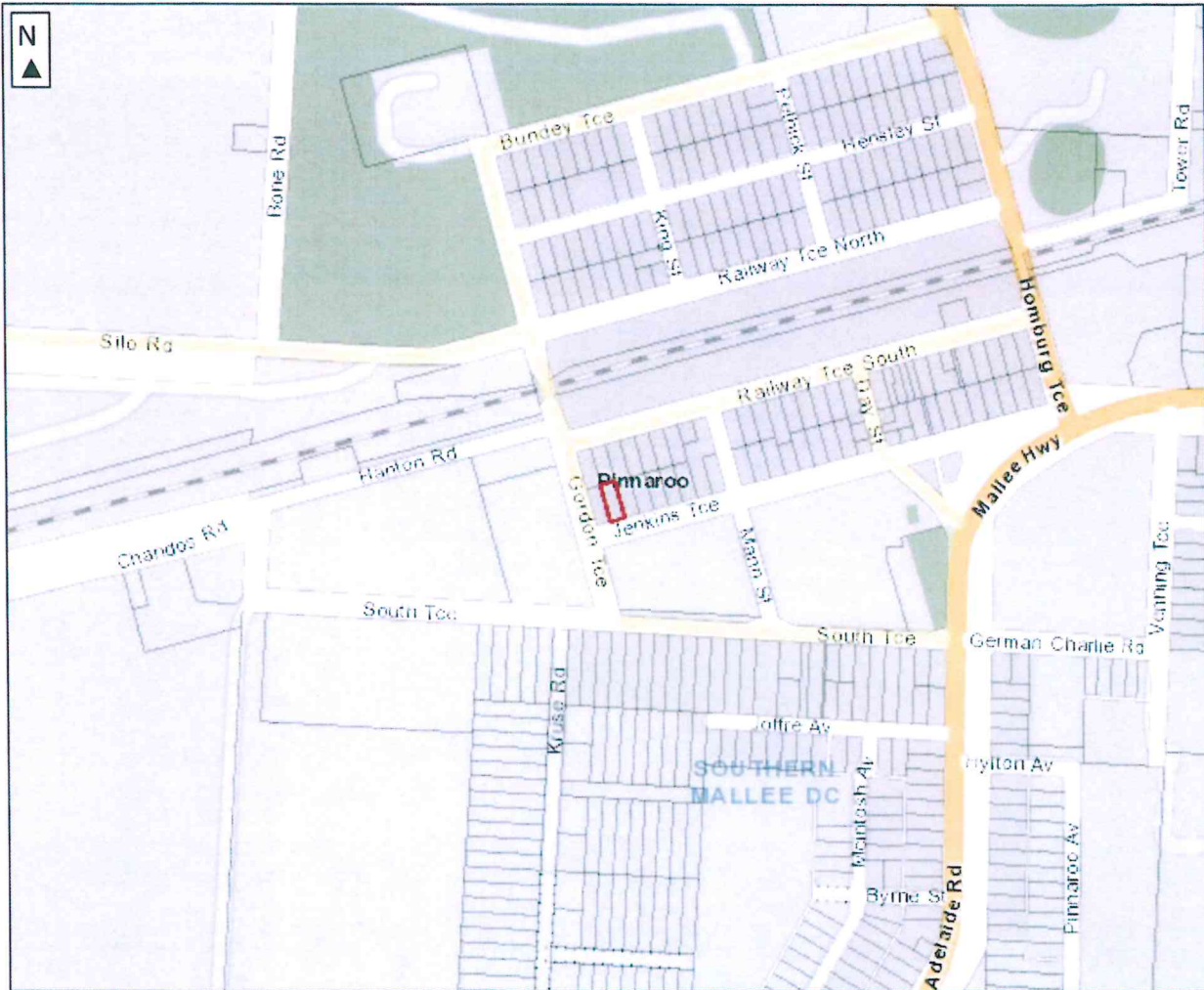
99

100

# Property Location Browser Report - Parcel Details

Date Created:  
October 28, 2016

The Property Location Browser is available on the Land Services Website: [www.sa.gov.au/landservices](http://www.sa.gov.au/landservices)



Scale  $\approx$  1:9027 (on A4 page)

250 metres  $\approx$

## Address Details

### Unit Number:

**Street Number:** 1

**Street Name:** JENKINS

**Street Type:** TCE

**Suburb:** PINNAROO

**Postcode:** 5304

### Property Details:

**Council:** SOUTHERN MALLEE DC

**State Electorate:** CHAFFEY

**Federal Electorate:** Barker

**Hundred:** PINNAROO

**Valuation Number:** 7205840005

**Title Reference:** CT5816/27

**Plan No. Parcel No.:** T731001A2

The information provided above, is not represented to be accurate, current or complete at the time of printing this report.

The Government of South Australia accepts no liability for the use of this data, or any reliance placed on it.

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## Land Services



Government of South Australia  
Department of Planning,  
Transport and Infrastructure



Product	Register Search
Date/Time	28/10/2016 12:04PM
Customer Reference	Pinnaroo retirement
Order ID	20161028006117
Cost	\$27.75

The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Registrar-General

## Certificate of Title - Volume 5816 Folio 27

Parent Title(s) CT 1246/137  
Dealing(s) Creating Title CONVERTED TITLE  
Title Issued 16/10/2000  
Edition 1  
Edition Issued 16/10/2000

REAL PROPERTY ACT, 1986



South Australia

### Estate Type

FEE SIMPLE

### Registered Proprietor

SOUTHERN MALLEE DISTRICT COUNCIL  
OF PO BOX 49 PINNAROO SA 5304

### Description of Land

ALLOTMENTS 1 AND 2 TOWN OF PINNAROO  
HUNDRED OF PINNAROO

### Easements

NIL

### Schedule of Dealings

NIL

### Notations

#### Dealings Affecting Title

NIL

#### Priority Notices

NIL

#### Notations on Plan

NIL



<b>Product</b>	Register Search
<b>Date/Time</b>	28/10/2016 12:04PM
<b>Customer Reference</b>	Pinnaroo retirement
<b>Order ID</b>	20161028006117
<b>Cost</b>	\$27.75

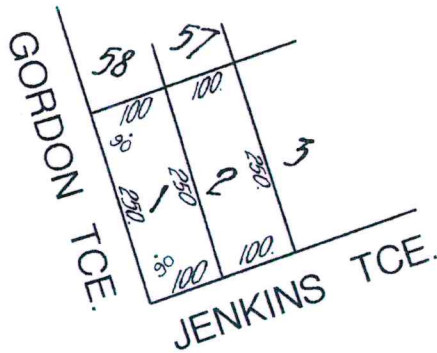
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### **Registrar-General's Notes**

NIL

### **Administrative Interests**

NIL



DISTANCES ARE IN LINKS  
 FOR METRIC CONVERSION  
 1 LINK = 0.201168 METRES  
 1 CHAIN = 100 LINKS



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Registrar-General

## Certificate of Title - Volume 5708 Folio 37

Parent Title(s) CT 5510/698  
Dealing(s) T 8729882  
Creating Title  
Title Issued 08/11/1999  
Edition 1  
Edition Issued 08/11/1999

REAL PROPERTY ACT, 1986



### Estate Type

FEE SIMPLE

### Registered Proprietor

SOUTHERN MALLEE DISTRICT COUNCIL  
OF PO BOX 49 PINNAROO SA 5304

### Description of Land

ALLOTMENTS 3, 4 AND 5 TOWN OF PINNAROO  
HUNDRED OF PINNAROO

### Easements

NIL

### Schedule of Dealings

NIL

### Notations

#### Dealings Affecting Title

NIL

#### Priority Notices

NIL

#### Notations on Plan

NIL





<b>Product</b>	Register Search
<b>Date/Time</b>	28/10/2016 12:06PM
<b>Customer Reference</b>	Pinnaroo retirement
<b>Order ID</b>	20161028006183
<b>Cost</b>	\$27.75

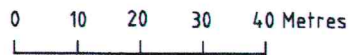
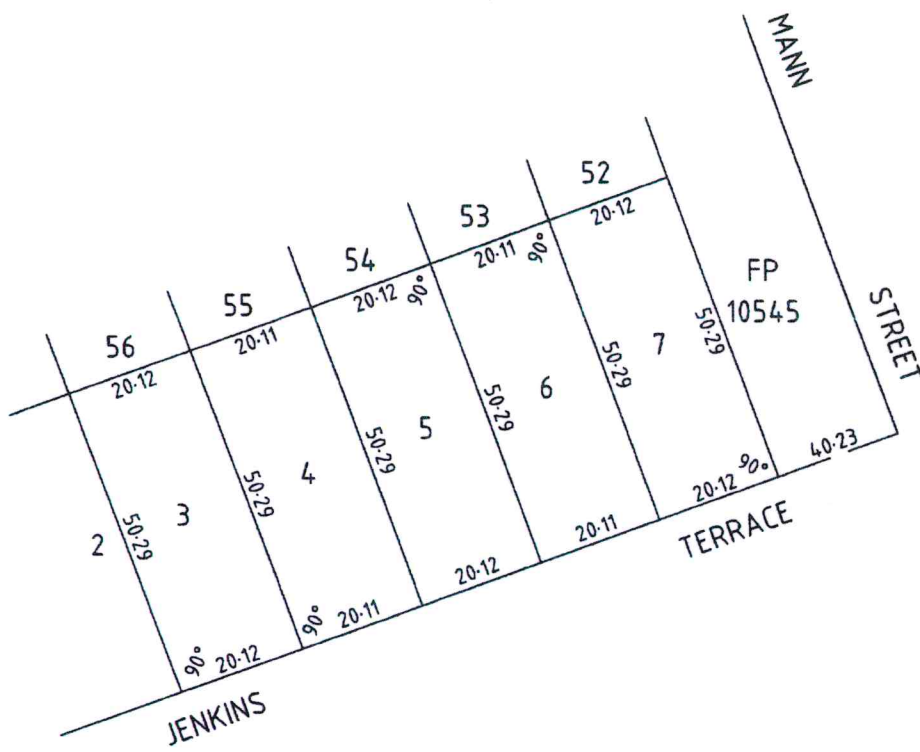
---

### **Registrar-General's Notes**

NIL

### **Administrative Interests**

NIL



## Sheryn Bennier

---

**From:** Health:OFTA Retirement Villages <retirementvillages@sa.gov.au>  
**Sent:** Tuesday, 6 September 2016 9:49 AM  
**To:** 'harcwordsworth@southernmallee.sa.gov.au'  
**Cc:** Council  
**Subject:** IPROP2016294 - Retirement Villages Register - Periodic Update 2016  
**Attachments:** doc13552420160906100233.pdf  
  
**Categories:** EasyRecordsAutoDisposal

Dear Harc,

The Department for Health and Ageing through Office for the Ageing (OFTA) is responsible for the administration of the Retirement Villages Act 1987 (the Act) and the Retirement Villages Regulations 2006 (the Regulations).

I refer to correspondence dated 19 July 2106 regarding the periodic update of the retirement villages register. I note our office is yet to receive a response from your organisation.

Please review the enclosed information and provide a response by Wednesday 21 September 2016 indicating any changes required.

If OFTA does not receive your response by the date above, it will be assumed there are no changes to the retirement village register.

Please note it is a requirement under section 12(2) the Act to notify the Registrar of changes to information required for the retirement villages register.

Should you have any questions regarding the above please do not hesitate to contact me on 8204 2417.

Yours sincerely

Lucy Hosking  
Retirement Villages Officer  
Office for the Ageing  
Direct line: 8204 2417  
Email: lucy.hosking@sa.gov.au



Government of South Australia  
SA Health

2 September 2016

Southern Mallee District Council  
Harc Wordsworth  
PO Box 49  
PINNAROO SA 5304

Office for the Ageing  
SA Health

Level 2 Citi Centre  
11 Hindmarsh Square  
Adelaide SA 5000  
PO Box 196, Rundle Mall  
Adelaide SA 5000  
DX 243

Tel 08 8204 2420  
Fax 08 8204 2430  
ABN 97 643 356 590

Email:  
[officefortheageing@sa.gov.au](mailto:officefortheageing@sa.gov.au)

Dear Harc Wordsworth,

The Department for Health and Ageing through Office for the Ageing (OFTA) is responsible for the administration of the *Retirement Villages Act 1987* (the Act) and the *Retirement Villages Regulations 2006* (the Regulations).

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Yours sincerely

Lucy Hosking  
Retirement Villages Officer  
Office for the Ageing  
Direct line: 8204 2417  
Email: [lucy.hosking@sa.gov.au](mailto:lucy.hosking@sa.gov.au)

Enc.

Information Held @ 1 July 2016		Information Amended On.....								
<b>Village Information</b>										
Pinnaroo & District Retirement Village										
1-3 Jenkins Terrace										
PINNAROO SA 5304										
ILUs = 7										
( ILU's apartment style = 0)										
SAs = 0										
<b>Village Certificates of Title</b>										
Registered Proprietor: Southern Mallee District Council										
<table border="1"> <thead> <tr> <th>Volume #</th> <th>Folio #</th> </tr> </thead> <tbody> <tr> <td>5708</td> <td>0</td> </tr> <tr> <td>5186</td> <td>27 Not endorsed</td> </tr> <tr> <td>5816</td> <td>27</td> </tr> </tbody> </table>		Volume #	Folio #	5708	0	5186	27 Not endorsed	5816	27	
Volume #	Folio #									
5708	0									
5186	27 Not endorsed									
5816	27									
<b>Administering Authority Information</b>										
Contact Person: Harc Wordsworth										
Position:	Please indicate									
Representing: Southern Mallee District Council										
PO Box 49										
PINNAROO SA 5304										
Ph: 08 8576 3121										
Mobile: 0427 889 418										
Fax: 08 8576 3205										
Email: mep@southernmallee.sa.gov.au										
<b>Village Manager Information</b>										
Harc Wordsworth										
PO Box 49										
PINNAROO SA 5304										
Ph: 08 8576 3121										
Mobile: 0427 889 418										
Fax: 08 8576 3205										
Email: harcwordsworth@southernmallee.sa.gov.au										

Representing: Southern Mallee District Council	

<b>Additional Information</b>	
Do you allow private rentals within the Village?	Please indicate % rental
Does the village have a residents committee?	Yes or No (please circle)
Contact details for residents committee	Please indicate

**Thank you; we appreciate the time taken to provide an update of this information.**

Please return completed forms via email to:

[Health.RVActReview@health.sa.gov.au](mailto:Health.RVActReview@health.sa.gov.au)

with **Periodic Update 2016** in the subject line

Or alternatively by return post to:

**Office for the Ageing (OFTA)  
Attn: Retirement Villages Administration  
PO Box 196, Rundle Mall,  
ADELAIDE SA 5000**

Current Policy .

 COPY



### **Pinnaroo Residential Tenancy Units Policy**

Adopted	18 November 2015	
Recommendation Number	18 / 1115	
Review Date	November 2017	

## **1 Policy Statement**

### 1.2 Pinnaroo Residential Tenancy Units

- 1.2.9 If major renovations are requested by a tenant, then costings are to be obtained by Council. Agreement needs to be reached. Where there is personal benefit; the unit occupier will be required to contribute either up-front contribution or an agreed increase in rental. Council is to take into consideration any improved asset valuation when determining the pro-rata assessment.
- 1.2.10 Council is obliged to comply with the Residential Tenancy Act 1995 when preparing lease agreements with unit occupiers
- 1.2.11 Council advises that the Pinnaroo Residential Tenancy Units are not operated as a Residential Aged-Care Facility because it does not provide care for people who have been assessed by an Aged Care Assessment Team.
- 1.2.12 If an existing occupier develops a disability requiring disabled amenities, the Council may approve required modifications to a unit to meet the health needs of an occupier subject to an agreed cost share.

## **2 Further Information**

Members of the public may inspect this Policy on Council's website [www.southernmallee.sa.gov.au](http://www.southernmallee.sa.gov.au) and at the principal office of the Southern Mallee District Council at Day Street, Pinnaroo SA 5304.

On payment of a fee, a copy of this Policy may be obtained from the Council, or otherwise may be downloaded for free from the Council's website.

Any queries in relation to this Policy should be directed to the Chief Executive Officer contactable at the principal office on 8577 8002.

## **3 Policy Review**

This policy will be within two years or as required by Council.

The Council may at any time alter this policy, or substitute a new policy.

## **4 Other Relevant Policies/Procedures**

Nil



## Sheryn Bennier

---

**From:** Sheryn Bennier  
**Sent:** Friday, 15 May 2015 12:00 PM  
**To:** Harc Wordsworth  
**Cc:** Lesley Caulfield; Neville Gasmier; Shona Hyde  
**Subject:** Review - Pinnaroo Retirement Village Policy - MEP Report June 2015  
**Attachments:** Pinnaroo Retirement Village Policy.pdf

Hi Harc

Friendly reminder for you to include within your Council Report for June 2015 that the Pinnaroo Retirement Village Policy is up for review / consultation.

Therefore in your July 2015 Report to Council this is when the Policy will be adopted

If you require any clarification feel free to ring out

Many thanks

Kind Regards

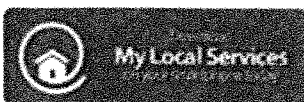
**Sheryn Bennier**  
MANAGER EXECUTIVE SERVICES  
[council@southernmallee.sa.gov.au](mailto:council@southernmallee.sa.gov.au)



[www.southernmallee.sa.gov.au](http://www.southernmallee.sa.gov.au)

**PINNAROO OFFICE**  
PO Box 49, PINNAROO SA 5304  
Day Street, PINNAROO SA 5304  
Phone (08) 85 778 002  
Fax (08) 85 778 443

[www.facebook.com/SouthernMalleeDC](https://www.facebook.com/SouthernMalleeDC)



prior to current Policy.



### **Pinnaroo Retirement Village Policy**

Adopted	12 June 2013
Recommendation Number	36 / 0613
Review Date	June 2015

*Harc  
June 15  
Report  
2*

## 1 Policy Statement

### 1.1 Residency – Pinnaroo Retirement Village

*fully independent*

That people seeking long term permanent residency at the Pinnaroo Retirement Village have priority over temporary residency.

### 1.2 Pinnaroo Retirement Village

- a) Southern Mallee District Council ('Council') manages the Pinnaroo Retirement Village ('the facility'). The facility comprises 7 x one bedroom units.
- b) The facility is not required to only be occupied by retired persons.
- c) Council owns the retirement facility and has the authority to change the management methods and any policy for how it may be operated in the future after consulting with the occupiers of all units.
- d) Council will offer all unit holders who paid a pre-entry contribution levy the same rights and privileges that would have otherwise existed if retained.
- e) Council's policy allows for unit rentals to be indexed to CPI increases as the minimum increase. However, the Asset Committee can make recommendations to Council for weekly rental to be increased above the annual CPI increase if deemed appropriate.
- f) The Asset Committee can recommend to Council the approval for a maintenance fee if deemed appropriate. Council would undertake consultation with unit occupiers before implementing this fee.
- g) The weekly fees incurred by Council are set by the Asset Committee and approved by Council. Any increase in rental needs the required notice pursuant to the Residential Tenancy Act 1995.
- h) The weekly rental system is based on commercial rates for units where no pre-entry contribution fee applies. Where occupancy of a unit is for a period less than six months, Council can impose a higher fee to cover higher administration costs in managing the rental agreement.
- i) If an occupant requires disability modifications or aides to be installed to a unit, this is negotiated with Council's Chief Executive Officer and agreement reached on the contribution by the unit holder for the costs of such modifications or fittings.
- j) If major renovations are requested by a tenant, then costings are to be obtained by Council. Agreement needs to be reached on the percentage of cost borne (if any) by the unit occupier. Where there is personal benefit, the unit occupier will be required to contribute either up-front contribution or an agreed increase in rental. Council is to take into consideration any improved asset valuation when determining the pro-rata assessment.

## 1.2 Pinnaroo Retirement Village

- k) Council is obliged to comply with the Residential Tenancy Act 1995 when preparing lease agreements with unit occupiers.
- l) Council acknowledges the Retirement Villages Act and accordingly will implement a Code of Conduct pursuant to the Retirement Villages Act to better inform unit occupiers of their rights and obligations. Council advises that the Pinnaroo Retirement Village is not operated as a Residential Aged-Care Facility because it does not provide care for people who have been assessed by an Aged Care Assessment Team.
- m) Council recognizes that unit occupiers at the facility may need handicapped facilities in the future. To meet this need, Council has agreed to modify one unit to cause it to be suitable for an occupant with disabilities and requiring disabled amenities.
- n) If an existing occupier develops a disability requiring disabled amenities, that Council will approve required modifications to a unit to meet the health needs of an occupier subject to agreed cost share

## **2 Further Information**

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## **3 Policy Review**

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The Council may at any time alter this policy, or substitute a new policy.

## **4 Other Relevant Policies/Procedures**

Nil



POLICY FOR PINNAROO RETIREMENT VILLAGE

Southern Mallee District Council ('Council') manages the Pinnaroo Retirement Village ('the facility'). The facility comprises 7 x one bedroom units

The facility is not required to only be occupied by retired persons.

Council owns the retirement facility and has the authority to change the management methods and any policy for how it may be operated in the future after consulting with the occupiers of all units

Council has removed its waiting list requirement.

Council will offer all unit holders who paid a pre-entry contribution levy the same rights and privileges that would have otherwise existed if retained.

Council's policy allows for unit rentals to be indexed to CPI increases as the minimum increase. However, the Property Management Committee can make recommendations to Council for weekly rental to be increased above the annual CPI increase if deemed appropriate.

The Property Management Committee can recommend to Council the approval for a maintenance fee if deemed appropriate. Council would undertake consultation with unit occupiers before implementing this fee.

The weekly fees incurred by Council are set by the Property Management Committee and approved by Council. Any increase in rental needs the required notice pursuant to the Residential Tenancy Act 1995.

The weekly rental system is based on commercial rates for units where no pre-entry contribution fee applies. Where occupancy of a unit is for a period less than six months, Council can impose a higher fee to cover higher administration costs in managing the rental agreement.

If an occupant requires disability modifications or aides to be installed to a unit, this is negotiated with Council's Chief Executive Officer and agreement reached on the contribution by the unit holder for the costs of such modifications or fittings.

If major renovations are requested by a tenant, then costings are to be obtained by Council. Agreement needs to be reached on the percentage of cost borne (if any) by the unit occupier. Where there is personal benefit; the unit occupier will be required to contribute either an up-front contribution or a agreed increase in rental. Council is to take into consideration any improved asset valuation when determining the pro-rata assessment.

Council is obliged to comply with the Residential Tenancy Act 1995 when preparing lease agreements with unit occupiers.

Council acknowledges the Retirement Villages Act and accordingly will implement a Code of Conduct pursuant to the Retirement Villages Act to better inform unit occupiers of their rights and obligations. . Council advises that the Pinnaroo Retirement Village is not operated as a Residential Aged-Care Facility because it does not provide care for people who have been assessed by an Aged Care Assessment Team.

Council recognizes that unit occupiers at the facility may need handicapped facilities in the future. To meet this need, Council has agreed to modify one unit to cause it to be suitable for an occupant with disabilities and requiring disabled amenities.

Pinnaroo Retirement Village

Unit	Date Occupancy Commenced	Occupier	Lump Sum Contribution	Weekly Rental
2	5-May-08	Sam & Dot Billing	Nil	\$97.50
3	21-Jan-09	Mrs Baldwin	Nil	\$98.50
4	27-Aug-04	Mrs Hockett vacant.	\$12,000	\$47.00
5	1-Nov-02	Mr & Mrs Bennett	\$12,000	\$46.00
6	20-May-09	Mr Rice	Nil	\$98.50
7	28-Nov-04	Mrs Pam Briscoe	\$12,000	\$66.00
8	6-Dec-11	Mrs Delina Gilbertson	Nil	\$97.00

## HOUSING AND COMMUNITY AMENITIES

Description	Unit	GST	Fee 16/17
<b>Recycling</b>			
240 lt Recycling Bin (one supplied to each township allotment free.)			\$0.00
Residents can purchase a second recycle bin and Council will collect free of charge			\$0.00
Contact Council to arrange extra pickup			
<b>Transfer Station Fees - All Stations</b>			
<b>Waste</b>			
240ltr bin		Taxable	\$ 7.00
Car/Stationwagon		Taxable	\$ 17.00
6x4 Trailer or Ute		Taxable	\$ 22.00
Tandem Trailer		Taxable	\$ 33.00
5m3 truck		Taxable	\$ 60.00
<10m3 truck		Taxable	\$ 120.00
>10m3 truck		Taxable	\$ 200.00
Truck & trailer		Taxable	\$ 260.00
Semi		Taxable	\$ 330.00
<b>Rubbish</b>			
240 lt rubbish Bin yearly collection fee			\$ 175.00
Additional 240 lt Rubbish Collection			\$ 150.00
<b>Tyres disposal (off rim only)</b>			
Car and Station Wagon		Taxable	\$ 10.00
4wd/light truck		Taxable	\$ 15.00
Truck		Taxable	\$ 35.00
Tractor		Taxable	\$ 55.00
Earthmoving		Taxable	\$ 50.00
<b>Miscellaneous</b>			
Car body without tyres		Taxable	\$ 40.00
Batteries		Taxable	\$ 5.00
Gas Bottles		Taxable	\$ 10.00
Whitegoods		Taxable	\$ 10.00
Reuse materials		Taxable	\$ 5.00
After Hours Open Fee (per visit - prior arrangement required)		Taxable	\$50.00
<b>Council House Rentals</b>			
Managers Residences / week (as per employment agreement)		Exempt	\$55.00
CEO Residence / week (as per employment agreement)		Exempt	Nil
<b>Retirement Village Rentals</b>			
Rent / week		Exempt	\$30.00
Community funded unit		Exempt	\$70.00
Other rentals by arrangement		Exempt	\$85.00
Unit 2		Exempt	\$97.50
Unit 3		Exempt	\$98.50
Unit 4		Exempt	\$47.00
Unit 5		Exempt	\$46.00
Unit 6		Exempt	\$98.50
Unit 7		Exempt	\$66.00
Unit 8		Exempt	\$97.00



## **15 Confidential Items**

### 15.2 Residential Tenancy Units

#### Recommendation

Having considered agenda Item 15.2 in confidence under section 90 [ 2 ] and [ 3 ] [ h ] of the Local Government Act 1999, the Council pursuant to section 91 [ 7 ] of the Act orders that the item and the minutes, reports and all other records, relating to the matter be retained in confidence. This order is to be reviewed at or before the Ordinary Council Meeting to be held in November 2017, as to if this order is to continue in operation

## **16 Next Meeting**

The next Ordinary Meeting of the Council is to be held on Wednesday 18 January 2017 commencing at 9.00 am in the Council Chambers, Railway Terrace North, Lameroo

## **17 Closure**

## 15 Confidential Items

### 15.2 Residential Tenancy Units

Cr Allan Dunsford moved Cr Kevin O'Driscoll seconded that pursuant to Section 90 [ 2 ] of the Local Government Act 1999 the Council orders that all persons, except the Chief Executive Officer, and the Manager Executive Services / Minute Secretary be excluded from attendance at the meeting for Agenda Item 15.2 Residential Tenancy Units

The Council is satisfied that pursuant to section 90 [ 3 ] [ h ] of the Act, the information to be received, discussed or considered in relation to the Agenda Item is information pertaining to legal advice

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed by the need to discuss this agenda item in confidence because the disclosure would involve the unreasonable disclosure legal advice at 1.34 pm

**Carried 33 / 1216**

Cr Brian Toogood moved Cr Allan Dunsford seconded that the Council commence the process to terminate the Retirement Village Scheme under the Retirement Village Act to residential tenancies under the Residential Tenancies Act

**Carried 34 / 1216**

Cr Neville Pfeiffer moved Cr Brian Toogood seconded having considered agenda Item 15.2 in confidence under section 90 [ 2 ] and [ 3 ] [ h ] of the Local Government Act 1999, the Council pursuant to section 91 [ 7 ] of the Act orders that the item and the minutes, reports and all other records, relating to the matter be retained in confidence. This order is to be reviewed at or before the Ordinary Council Meeting to be held in November 2017, as to if this order is to continue in operation at 2.05 pm

**Carried 35 / 1216**