

Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 1 February 2019

Logo

Name of village:

Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
 - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
 - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
 - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

Notice for prospective residents

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
 - Queensland Retirement Village and Parks Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See www.caxton.org.au or phone 07 3214 6333.
 - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See www.qls.com.au or phone: 1300 367 757.

More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

The information in this Village Comparison Document is correct as at and applies to prospective residents.

Some of the information in this document may not apply to existing residence contracts.

Part 1 – Operator and management details**1.1 Retirement village location:**

Retirement Village Name

Street Address

.....

Suburb State Post Code

1.2 Owner of the land on which the retirement village scheme is located

Name of land owner

Australian Company Number (ACN)

Address

.....

Suburb State Post Code

1.3 Village operator

Name of entity that operates the retirement village (scheme operator)

Australian Company Number (ACN)

Address

Suburb State Post Code

Date entity became operator

1.4 Village management and onsite availability	Name of village management entity and contact details Australian Company Number (ACN) Phone Email An onsite manager (or representative) is available to residents: Full time Part time By appointment only None available Other (specify) Onsite availability includes: Weekdays Weekends
Part 2 – Age limits	
2.1 What age limits apply to residents in this village?	..... ..... ..... .....
ACCOMMODATION, FACILITIES AND SERVICES	
Part 3 – Accommodation units: Nature of ownership or tenure	
3.1 Resident ownership or tenure of the units in the village is:	Freehold (owner resident) Lease (non-owner resident) Licence (non-owner resident) Share in company title entity (non-owner resident) Unit in unit trust (non-owner resident) Rental (non-owner resident) Other (specify)

Accommodation types				
3.2 Number of units by accommodation type and tenure	There are units in the village, comprising single storey units; units in multi-storey building with levels			
Accommodation Unit	Freehold	Leasehold	Licence	Other [name]
Independent living units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Serviced units				
- Studio				
- One bedroom				
- Two bedrooms				
- Three bedrooms				
Other [specify]				
Total number of units				
Access and design				
3.3 What disability access and design features do the units and the village contain?	<p>Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in all some units</p> <p>Alternatively, a ramp, elevator or lift allows entry into all some units</p> <p>Step-free (hobless) shower in all some units</p> <p>Width of doorways allow for wheelchair access in all some units</p> <p>Toilet is accessible in a wheelchair in all some units</p> <p>Other key features in the units or village that cater for people with disability or assist residents to age in place</p> <p>.....</p> <p>None</p>			

Part 4 – Parking for residents and visitors

4.1 What car parking in the village is available for residents?

all/ some/ units with own garage or carport attached or adjacent to the unit

all/ some/ units with own garage or carport separate from the unit

all/ some/ units with own car park space adjacent to the unit

all/ some/ units with own car park space separate from the unit

General car parking for residents in the village

Other parking e.g caravan or boat

..... units with no car parking for residents

No car parking for residents in the village

Restrictions on resident's car parking include:

.....

4.2 Is parking in the village available for visitors?

If yes, parking restrictions include e.g. time limit, swipe card/code; [or are available on request]

Yes No

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Part 5 – Planning and development

5.1 Is construction or development of the village complete?

Year village construction started

Fully developed/completed

Partially developed/completed

Construction yet to commence

5.2 Is there development approval or a development application pending for further development or redevelopment of the village?

If yes to either:

- Provide details and timeframe and final number and types of units and any new facilities.

Development approval granted

Yes No

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Development application pending

Yes No

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Note: see notice at end of document regarding inspection of the development approval documents.

Part 6 – Facilities onsite at the village

6.1 The following facilities are currently available to residents:

Activities or games room
 Arts and crafts room
 Auditorium
 BBQ area outdoors
 Billiards room
 Bowling green
 indoor outdoor
 Business centre (e.g. computers, printers, internet access)
 Chapel/prayer room
 Communal laundries
 Community room or centre
 Dining room
 Gardens
 Gym
 Hairdressing or beauty room
 Library

Medical consultation room
 Restaurant
 Shop
 Swimming pool
 indoor outdoor
 heated not heated
 Separate lounge in community centre
 Spa
 indoor outdoor
 heated not heated
 Storage area for boats/caravans
 Tennis court full half
 Village bus or transport
 Workshop
 Other (specify)

Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).

.....

6.2 Does the village have an onsite, attached or co-located residential aged care facility?

Yes No

Name of residential aged care facility and name of the approved provider

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Note: Aged care facilities are not covered by the *Retirement Villages Act 1999 (Qld)*. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*.

Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

Part 7 – Services

7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?

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7.2 Are optional personal services provided or made available to residents on a user-pays basis?

Yes No

If yes, list the current services (e.g. meals, laundry, home cleaning), fee information and provider.

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7.3 Does the retirement village operator provide government funded home care services under the *Aged Care Act 1997 (Cwth)*?

Yes, the operator is an Approved Provider of home care under the *Aged Care Act 1997* (Registered Accredited Care Supplier – RACS ID number)

Yes, home care is provided in association with an Approved Provider [name of provider]

No, the operator does not provide home care services, residents can arrange their own home care services

Note: Some residents may be eligible to receive a Home Care Package or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.

Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.

Part 8 – Security and emergency systems

8.1 Does the village have a security system?

Yes No

If yes:

- the security system details are:

.....

- the security system is monitored between:

..... am and pm days per week.

8.2 Does the village have an emergency help system?

Yes - all residents Optional No

If yes or optional:

- the emergency help system details are:

.....

- the emergency help system is monitored between:

..... am and pm days per week.

8.3 Does the village have equipment that provides for the safety or medical emergency of residents?

Yes No

If yes, list or provide details e.g. first aid kit, defibrillator

.....

COSTS AND FINANCIAL MANAGEMENT

Part 9 – Ingoing contribution - entry costs to live in the village

An ingoing contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The ingoing contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.

9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village	Accommodation Unit	Range of ingoing contribution
	Independent living units	
	- Studio	\$ to \$
	- One bedroom	\$ to \$
	- Two bedrooms	\$ to \$
	- Three bedrooms	\$ to \$
	Serviced units	
	- Studio	\$ to \$
	- One bedroom	\$ to \$
	- Two bedrooms	\$ to \$
	- Three bedrooms	\$ to \$
	Other (specify)	\$ to \$
	Full range of ingoing contributions for all unit types	\$ to \$
	9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?	<p>Yes No</p> <p>If yes: set out how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

9.3 What other entry costs do residents need to pay?	Transfer or stamp duty Costs related to your residence contract Costs related to any other contract e.g. (specify) Advance payment of General Services Charge Other costs (specify)
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Part 10 – Ongoing Costs - costs while living in the retirement village

General Services Charge: Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

Maintenance Reserve Fund contribution: Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charge and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

Note: The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Serviced Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Other (specify)	\$	\$
All units pay a flat rate	\$	\$

Last three years of General Services Charge and Maintenance Reserve Fund contribution			
Financial year	General Services Charge (range) (weekly)	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
	\$ to \$	\$ to \$%
	\$ to \$	\$ to \$%
	\$ to \$	\$ to \$%

Units within a community title scheme only

Body Corporate fees and contributions are payable by residents in units that are within a community title scheme only. Where the resident owns the freehold unit, the body corporate fees are payable by the resident to the body corporate. For leasehold units, the body corporate fees may be passed on under the terms of the lease with the operator.

Current weekly rates of Body Corporate fees and sinking fund

Type of Unit	Body Corporate Administrative Fund fee (weekly)	Body Corporate Sinking Fund contribution (weekly)
Independent Living Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Serviced Units		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Other (specify)	\$	\$

Last three years of Body Corporate and Administrative Fund Fee and Sinking Fund contribution

Financial year	Body Corporate Administrative Fund fee (weekly)	Sinking Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
	\$ to \$	\$ to \$%
	\$ to \$	\$ to \$%
	\$ to \$	\$ to \$%

10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)	Contents insurance Home insurance (freehold units only) Electricity Gas	Water Telephone Internet Pay TV Other (specify)
10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in or attached to the units are residents responsible for and pay for while residing in the unit?	Unit fixtures Unit fittings Unit appliances None Additional information	
10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?	Yes No If yes: provide details, including any charges for this service.	
Part 11– Exit fees - when you leave the village		
<i>A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a ‘deferred management fee’ (DMF).</i>		
11.1 Do residents pay an exit fee when they permanently leave their unit?	Yes – all residents pay an exit fee calculated using the same formula Yes – all residents pay an exit fee but the way this is worked out may vary depending on each resident’s residence contract No exit fee Other (specify) If yes: the exit fee is calculated as: <i>[Note: list all exit fee formulas in words that may apply to new contracts]</i>	

Time period from occupation of unit to the date the resident ceases to reside in the unit	Exit fee calculation based on <i>[insert in boxes below the basis that applies]</i> <ul style="list-style-type: none"> • your ingoing contribution • ingoing contribution paid by the next resident • purchase price you paid • purchase price paid by the next resident
1 year	.....% of
2 years	.....% of
3 years	.....% of
4 years	.....% of
5 years	.....% of
6 years	.....% of
7 years	.....% of
8 years	.....% of
9 years	.....% of
10 years	.....% of
<p>Note: if the period of occupation is not a whole number of years, the exit fee will be worked out on a daily basis.</p> <p>The maximum (or capped) exit fee is% of after years of residence.</p>	
11.2 What other exit costs do residents need to pay or contribute to?	Sale costs for the unit Legal costs Other (specify)

Part 12 – Reinstatement and renovation of the unit

12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?

Yes No

Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:

- *fair wear and tear; and*
- *renovations and other changes to the unit carried out with agreement of the resident and operator.*

Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.

Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.

12.2 Is the resident responsible for renovation of the unit when they leave the unit?

Yes, all residents pay% of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)

Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays% of any renovation costs

No

Renovation means replacement and repairs other than reinstatement work.

By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit.

Renovation costs are shared between the former resident and operator in the same proportion the capital gain is shared.

Part 13– Capital gain or losses

13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital gain or capital loss on the resale of their unit?

Yes, the resident's share of the capital gain is%

the resident's share of the capital loss is%

OR is based on a formula (specify)

Optional - residents can elect to share in a capital gain or loss option

the resident's share of the capital gain is%

the resident's share of the capital loss is%

OR is based on a formula (specify)

No

Part 14 – Exit entitlement

An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.

14.1 How is the exit entitlement which the operator will pay the resident worked out?

[specify formula or formulas]

.....

14.2 When is the exit entitlement payable?

By law, the operator must pay the exit entitlement to a former resident on or before the **earliest** of the following days:

- the day stated in the residence contract
 which is months after the termination of the residence contract
 OR
 which may range from months to months after the termination of the residence contract
 OR
 no date is stated in the residence contract
- 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator
- 18 months after the termination date of the resident's right to reside under the residence contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).

In addition, an operator is required to see the probate or letters of administration before paying the exit entitlement of a former resident who has died.

14.3 What is the turnover of units for sale in the village?

..... accommodation units were vacant as at the end of the last financial year
 accommodation units were resold during the last financial year
 months was the average length of time to sell a unit over the last three financial years

Part 15– Financial management of the village

15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?

Balance of General Services Charge for the last 3 years		
Financial Year	Deficit/Surplus	Change from previous year
	\$%
	\$%
	\$%
Balance of Maintenance Reserve Fund for last financial year OR last quarter if no full financial year available		\$
Balance of Capital Replacement Fund for the last financial year OR available quarter		\$
Percentage of a resident ingoing contribution applied to the capital replacement fund	%
The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.		
OR		
the village is not yet operating.		

Part 15– Financial management of the Body Corporate (if applicable)

Note: All freehold community title scheme residents who own their unit are members of the body corporate.

15.2 What is the financial status of the Body Corporate funds in a freehold village?

Administrative Fund for the last 3 years		
Financial Year	Deficit / Surplus	Change from previous year
	\$%
	\$%
	\$%
Balance of the Sinking Fund to cover spending of a capital or non-recurrent nature for the last financial year OR available quarter		\$
OR		
the village is not yet operating.		

Part 16 – Insurance

The village operator must take out general insurance, to full replacement value, for the retirement village, including for:

- communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

16.1 Is the resident responsible for arranging any insurance cover?

Yes No

If yes, the resident is responsible for these insurance policies:

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.....

Part 17 – Living in the village

Trial or settling in period in the village

17.1 Does the village offer prospective residents a trial period or a settling in period in the village?

Yes No

If yes: provide details including time frame and any costs or conditions

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.....

Pets

17.2 Are residents allowed to keep pets?

Yes No

If yes: specify any restrictions or conditions on pet ownership

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Visitors	
17.3 Are there restrictions on visitors staying with residents or visiting?	<p>Yes No</p> <p>If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
Village by-laws and village rules	
17.4 Does the village have village by-laws?	<p>Yes No</p> <p><i>By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.</i></p>
17.5 Does the operator have other rules for the village?	<p>Yes No</p> <p>If yes: specify rules</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
Resident input	
17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?	<p>Yes No</p> <p><i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i></p> <p><i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i></p>
Part 18 – Accreditation	
18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?	<p>No, village is not accredited</p> <p>Yes, village is voluntarily accredited through:</p> <p>(specify)</p>
<p>Note: Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages.</p>	

Part 19 – Waiting list

19.1 Does the village maintain a waiting list for entry?

Yes No

If yes: what is the fee to join the waiting list?

No fee

Fee of \$..... which is
refundable on entry to the village
non-refundable

Access to documents

The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).

Certificate of registration for the retirement village scheme

Certificate of title or current title search for the retirement village land

Village site plan

Plans showing the location, floor plan and any significant dimensions of accommodation units available in the village

Plans of any units or facilities under construction

Development or planning approvals for any further development of the village

The annual financial statements and report presented to the previous annual meeting of the retirement village

Statements of the balance of any capital replacement fund or maintenance reserve fund or general services charge at the end of the previous three financial years of the retirement village

Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village

Examples of contracts that residents may have to enter into

Village dispute resolution process

Village by-laws

Village insurance policies and certificates of currency

An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.

Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at www.hpw.qld.gov.au

General Information

General information and fact sheets on retirement villages: www.qld.gov.au/retirementvillages

For more information on retirement villages and other seniors living options: www.qld.gov.au/seniorsliving

Regulatory Services, Department of Housing and Public Works

Regulatory Services administers the Retirement Villages Act 1999. This includes investigating complaints and alleged breaches of the Act.

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: regulatoryservices@hpw.qld.gov.au

Website: www.hpw.qld.gov.au/housing

Queensland Retirement Village and Parks Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: www.caxton.org.au

Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension

Phone: 132 300

Website: www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement

Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: caxton@caxton.org.au

Website: https://caxton.org.au/sails_slass.html

Queensland Law Society

Find a solicitor
Law Society House
179 Ann Street, Brisbane, QLD 4000
Phone: 1300 367 757
Email: info@qls.com.au
Website: www.qls.com.au

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions.
GPO Box 1639, Brisbane, QLD 4001
Phone: 1300 753 228
Email: enquiries@qcat.qld.gov.au
Website: www.qcat.qld.gov.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.
Phone: 07 3006 2518
Toll free: 1800 017 288
Website: www.justice.qld.gov.au

Livable Housing Australia (LHA)

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well more cost effective to adapt when life's circumstances change.
Website: www.livablehousingaustralia.org.au