

[REDACTED]

From: Stephen Wilson [REDACTED]
Sent: Wednesday, 17 February 2021 9:37 AM
To: Residential Land Lease Communities Review
Subject: Statutory Review - Residential (Land Lease) Communities Act 2013
Attachments: IRIG - Toms 2nd sub.docx

Statutory Review of the RLLC Act 2013
Policy and Strategy Division
Department of Customer Service
4 Parramatta Square 12 Darcy Street
Parramatta NSW 2150

Please acknowledge receipt of this submission

The Officer-in-Charge

As a homeowner in a RLLC village, I am pleased to contribute to the review of the RLLC Act 2013

This submission that has been prepared by my friend and fellow Homeowner [REDACTED] Mr Tom Coster. I endorse all aspects and the content of Tom's submission.

There exists a serious inequity in the imbalance of power and resources between Homeowners and Operators. The imbalance is heavily weighed towards the benefit of Operators to the detriment of Homeowners.

I have recently considered the sale of my home to purchase a home elsewhere only to find that the site agreement that I have, cannot be assigned to the purchaser of my home without the agreement of the Owner [REDACTED]. The new site agreements being offered now include clauses that would make my home a very unattractive option for someone to purchase. This is not included in this submission but needs to be investigated during the review of the RLLC Act.

I understand that the organisation called ARPRA is considered by the Minister to be a peak body representing Homeowners such as me. **I want it noted that myself and the majority of homeowners I know do not see ARPRA as an organisation worthy of representing us.** ARPRA would seem to have a very close and unhealthy relationship with the peak body that represents the Owner/Operators. My membership to ARPRA was unconstitutionally cancelled by the President of the Northern Rivers ARPRA after asking to sight annual financial statements/ annual reports of the activities of ARPRA both in the Northern Rivers and State Office of ARPRA. At the time of writing this email the members of ARPRA that I know have no idea what ARPRA is/has submitted to the review of this legislation.

We are expecting great things from this review and are smart enough to know that a much more comprehensive review and investigation of this industry and important way of life for older Australians in their later years needs to be undertaken. May be a Kathryn Greiner style of inquiry and seminars needs to be setup without delay.

THE ISSUES SURROUNDING THE ASSIGNMENT OF SITE AGREEMENTS NEEDS TO BE INVESTIGATED IMMEDIATELY.

Trusting in the ethics of this review.

Yours sincerely

Steve Wilson

Steve Wilson
[REDACTED]
[REDACTED]

Sent from [Mail](#) for Windows 10

7th February 2021

Submission

To Statutory Review

Residential (Land Lease) Communities Act 2013 No 97 NSW

Prepared by - T.C. Coster

Imbalance of Power or in Pursuit of Fairness

Part A. Introduction

Part B. Act Objectives

Part C. Compliance Authority

Part D - Lodging a complaint

Part A Introduction

There exists, as between Homeowners and Operators, a serious inequity of power and resources in the administration of site agreements. The Act mandates worthy objectives but fails to provide the tools or administrative stewardship to implement those objectives. Homeowners find themselves defenceless in defending themselves against the predatory control and business practices of large cashed up owner corporations and their management teams. We are in a David and Goliath relationship. To address this issue: -

We examine the need to upgrade the Compliance Authority to provide it with the resources, power and skill set to professionally administer the Act and implement the Acts objectives. Make the compliance authority accessible to homeowners. Provide, where necessary, additional tools for this purpose.

The need as a compliance tool, to licence owners to own and operate RLLC villages is examined. It is considered qualifications and licencing of line managers and on-site managers engaged in operation of RLLC villages is required, as is a licence to operate.

And finally, there is a need to establish a fund, financed, it is suggested, by licence fees and fines for licence breaches, to finance the Compliance Authority and, where necessary, provide a source of funding for homeowner's legal actions at tribunal and superior courts.

Part B Act Objectives

Synopsis

The Act contains a set of worthy objectives. However, these objectives have not been achieved. A common element of the Acts objectives is a requirement for Fair Dealing as between Operators and Homeowners in the operation of site agreements.

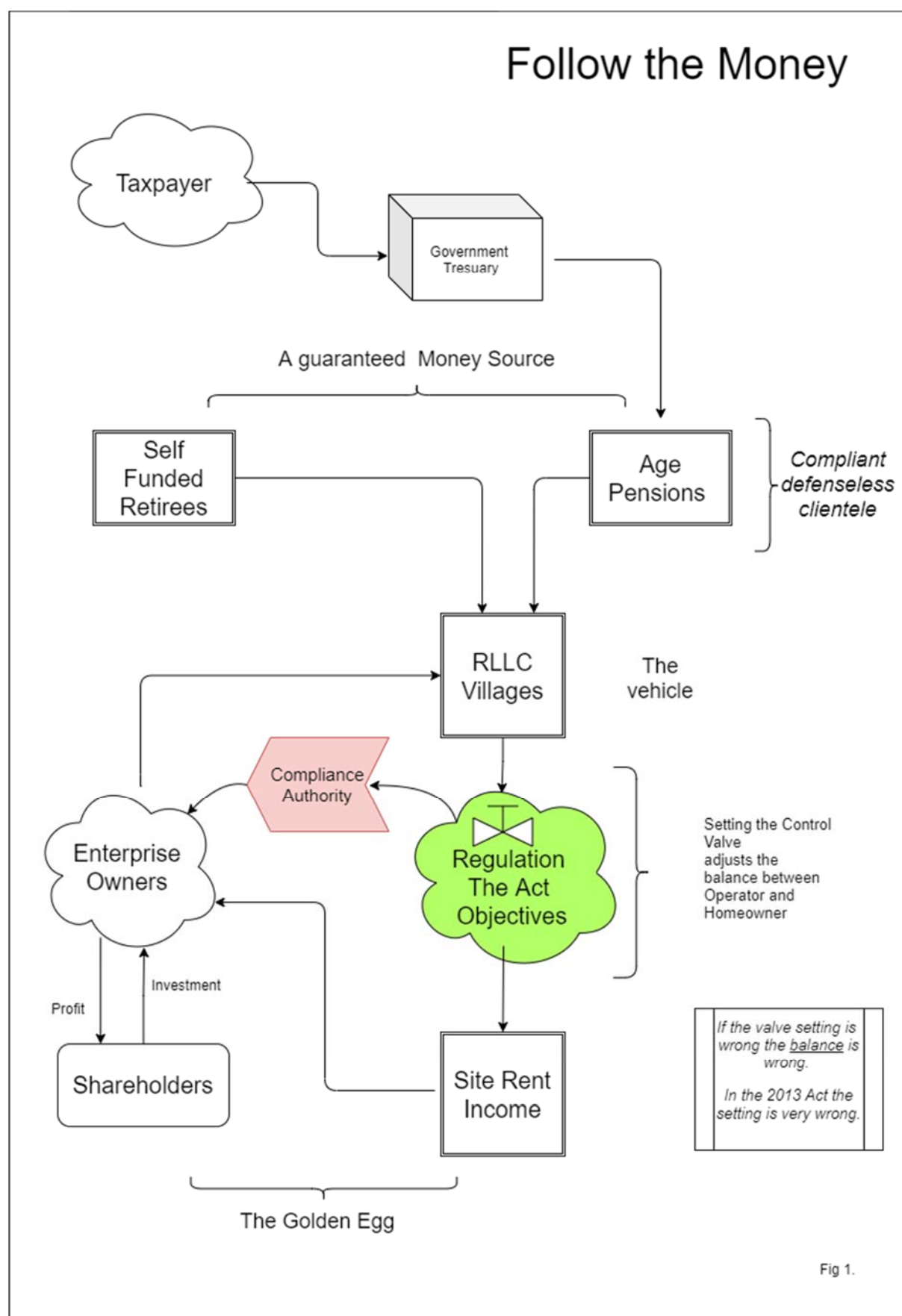
While these objectives are clearly enunciated, they are not in practice being implemented. Issues exist in governance, in pursuit of remedies by homeowners and in communications with the compliance authority.

In reviewing the Act and its operation we ask that these issues to be carefully examined and remedied in any new revisions to the Act.

Introduction - The issue

1. The Act proclaims lofty and worthy objectives.
 - i. *To improve governance of residential communities.*
 - ii. *To set out particular rights and obligations of operators and homeowners.*
 - iii. *To enable prospective homeowners to make informed choices.*
 - iv. *To establish procedures for resolving disputes between operators and homeowners.*
 - v. *To protect homeowners from bullying, intimidation and unfair business practices.*
 - vi. *To encourage the continued growth and viability of residential communities.*
2. Of the six objectives, only the last - To encourage the continued growth and viability of residential communities - has been achieved as evidenced by the rapid growth of large purpose built manufactured (relocatable) home villages (estates). For example the Antegra, Big4, Hometown, Discovery Parks, Gateway Lifestyle, Palm Lake, Reflections and ZW 2 Pty Ltd to name a few. Most, if not all, are affiliated with the Land Lease Living Association with Theo Whitmont as its leader.

Figure 1 next page provides an overview of the business model of these enterprises. RLLC villages are a vehicle that transfers money from Government age pensions and self-funded retirees to enterprise shareholders. In return affordable aged housing is offered. But, because of unregulated rising site fees, the component of **affordable housing** in the model, is now broken.



Statutory Review – Discussion Paper

1. Are the objects of the Act still relevant to residential land lease communities?
Yes
2. Has the Act been effective in delivering its objects? *Absolutely not. We discuss further in this section limitations and failures in implementation and inability to enforce.*
3. Should the objects of the Act be expanded or updated to reflect the changing nature of land lease communities? Please identify how they should be expanded or updated and why. *Yes. To provide equity between homeowners and operators in access to dispute resolution dealings. The gross imbalance of resources be compensated for.*

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3. The first five objectives have either not been fulfilled, or under the watch of Fair Trading, have proven to be unenforceable. It is useless to have objectives when:
 - i. **To improve governance of residential communities**, inadequate tools or skills are provided within the Compliance Authority to make this happen. *Set and forget is not good enough.*
 - ii. **To set out particular rights and obligations of operators and homeowners**, those rights and obligations are not enforced or are incapable of enforcement.
 - iii. **To enable prospective homeowners to make informed choices**, conditions precedent to making such choices are not disclosed or disclosure is not enforced.
 - iv. **To establish procedures for resolving disputes between operators and homeowners**, those procedures are so restrictive and legalistic as to be out of reach, intellectually and financially, of most homeowners.
 - v. **To protect homeowners from bullying, intimidation and unfair business practices**, when such practices occur there is no accessible and effective redress or penalty available to the homeowner.
4. To ensure these first five objectives of the Act are enforceable, Fair Trading as the Compliance Authority must be given both the **power** and the **obligation** to enforce through provisions in the Act, the Act's objectives. As presently provided in the Act, enforcement relies on action through NCAT. Fair Trading as compliance authority seems limited to mediation procedures. A process

operators, except perhaps for some minor matters, largely ignore thereby forcing homeowners into the arena of courts for resolution.

5. Operators have access to significant financial resources and expensive legal teams. So, when pitted against a retiree or pensioner homeowner in court procedures, including NCAT proceedings, the playing field is tilted so far against the homeowner, as to be unplayable.
6. Most homeowners have entered RLLC villages to retire and to see out the remainder of their lives in a peaceful environment among friends. Not having to fight complex legal battles with operators to maintain the affordability necessary to remain in a village.
7. In terms of equity, another factor worthy of noting is the average village homeowner has a capital investment of maybe some \$450,000 in their home, usually their last remaining asset. In Riverbend Villages' case that is some \$86,000,000 skin in the game. This must be recognised alongside the operators' lesser investment in building the facility when considering rights, responsibilities, and sustainability.
8. The imbalance of resources and support available to homeowners does not meet any of the first five objectives of the Act, and we the homeowners seek significant changes to the Act and its operation to level that playing field, to redress this imbalance of power and in pursuit of fairness.

We now look at each Objective

(i) To improve governance of residential communities

Inadequate tools or skills sets are currently provided within the Compliance Authority to make this happen. Set and forget is not good enough.

9. The Act in Part 13 Division 3 'Complaints and disciplinary action' refers to a 'person'. There is no alternative definition of 'person' in the Act, so it is taken to refer to an individual. This definition should be expanded to include where applicable, corporate Owners and Operators together with their workforce. This change is required to respond to present trends for complex corporate structures of owners/operators and managers of RLLC villages [see footnote p11].
10. Fair Trading as the compliance authority should be given the statutory **power**, **obligation**, and **resources** to enforce the requirements of the Act. In particular the obligations of the operator in the care and running of a village. See also following comments regarding the Compliance Authority.

(ii) To set out particular rights and obligations of operators and homeowners.

The rights of homeowners and obligations of operators are not presently enforced or are incapable of enforcement.

11. As noted above, Fair Trading is understood to be the Compliance Authority exercising all or some of the powers of the Commissioner. One set of tools presently not available to the Compliance Authority, is a licencing regime.
12. Park owners should be licenced to own and operate a RLLC village on their land. As with many other business, trades and professions, operators should also be licenced to operate a RLLC park. So too, a park manager. The compliance authority should be empowered to issue licences at the appropriate compliance levels and to cancel, for breaches of duties and responsibilities, those licences.
13. There should be a licence:
 - i. To erect and maintain a RLLC village on the Owners land.
 - ii. For the owner or another related party (the operator) to operate a standalone RLLC village, on the Owners land, or within a mixed site, an RLLC village section on part of the land.
 - iii. To be a village manager (either fulltime residential or part-time visiting) of a RLLC village.
14. An owner/operator would require both licences. And an Owner/Operator/Manager all three.
15. Each licence would carry licencing qualification requirements and obligations relevant to the level of licence. For example, the Owner licence would have a provision that only Currently Licenced Operators are permitted to perform the duties of 'operator' under the Act. Operators under their licence may engage only Licenced Managers.
16. The licence should contain a set of mandated obligations to be performed and observed by the licence holder at each level of licence.
17. An Operator licence should attract an annual non-refundable licence fee based on the number of leased sites in a village, payable by the operator, to the Compliance Authority. The fund created by the licence fee to be used to resource the compliance authority activities and obligations. Substantial enforceable fines (commensurate with level of licence) should apply for breaches of licence conditions up to loss of licence by the Owner to operate a RLLC village. Fine revenue should also be paid into this fund.
18. There are many precedents for such licences eg, licence to operate a hotel, homes for aged care, licence to operate as a real-estate agent, licence to drive a vehicle or operate machinery, plumbers' licence, chartered accountants, and many more. Licences are required to ensure only persons and organisations that are qualified and accountable, conduct business with government and the public, especially the vulnerable public. Exactly the public cliental RLLC

operators deal with. If they fail to meet licence requirements, they can be removed from conducting that business.

19. Loss of an operator licence would immediately result in suspension of site fees payable to the operator. The village fees then payable into a suspense fund for use in ongoing operation of the village and the village going into administration generally as provided for in Part 13 of the Act.
20. Exposure to loss of licence is a powerful incentive to conducting business legally and ethically, reducing and simplifying the need for expensive court intervention by and at the expense of homeowners.
21. Licence requirements for managers should include a qualification system, leading to a Certificate IV or similar certification for both offsite line managers, and on-site managers.

(iii) ***To enable prospective homeowners to make informed choices***

if conditions precedent to making such choices are not established and enforced.

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22. When a perspective homeowner is considering a purchase, what are they required to be told by the operator? What information must be disclosed to them? At present they are required to be given the Standard Form Site Agreement, a Disclosure Statement in standard form, the Community Rules, and a publication titled Moving into a Land Lease Community?

Statutory Review – Discussion Paper

4. Is the ban on inducing a person to enter into an agreement through false, misleading or deceptive statements or promises working effectively? No. It does not include disclosure information known to the operator that could have a bearing on the homeowner's financial decision to enter a contract.

5. Does the disclosure statement provide enough information to a prospective homeowner to allow them to make an informed decision about purchasing into the community? Why/why not? No. See item 4 above.

6. Is the form of the disclosure statement easy for prospective homeowners to understand?

7. Is the disclosure statement provided at the right time? I.e., should it be given earlier or later? It should be given at same time as all other prescribed information before commitment.

Cont/....

8. Does the disclosure statement form need to be improved? If yes, how would you improve it? *It should include the contact details of the Residents/Homeowners Committee if one exists, and more clearly define future liability for site fee increases in glossy advertising.*

9. If an operator of a community fails to provide a disclosure statement to a prospective home owner before entering into a site agreement with them, a penalty will apply. Do you think the maximum penalty of 100 units (\$11,000) is appropriate? *Yes, but it must be reviewed from time to time and be enforceable and be enforced. All documentation provided to perspective purchases should set out procedures to enable a homeowner to lodge a complaint.*

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23. In the site agreement (mandatory Standard form of residential site agreement) at clause 20.4 it records "We (the operator) agree to maintain the community's common areas in a reasonable state of cleanliness and repair", and clause 25, "We (the operator) agree to maintain all services and facilities required by the development consent for the community to be available for the life of the community".
24. No Paragraph
25. Having read all that good information required to be provided and feeling confident there is not, as far as you (and your solicitor) can determine, there are no hidden liabilities, you enter into the site agreement. Especially you note there is no requirement in the Act or site agreement for payment through increases in site fees for the cost of repair or refurbishment of capital assets. There is nothing in the agreement to suggest that provisions for that form of expenditure lie within the agreed site fee and so as there are no hidden financial traps you enter a negotiated contract between you and the operator.
26. But what now, if the operator has not told you (disclosed) the full story and you get a thumping big site fee increase in 12 months' time. Where is the explanation (or disclosure) that is supposed to alert you to an understanding that you are responsible, through site fee increases, to pay for the preservation of capital assets? Did the operator explain to you before signing the site agreement, that all increases in operating costs, however arising, contribute to the site fee increase? Of course not, if he had done so, would you have still signed up? Did you know that site fee increases would include the cost of repair and refurbishment of his capital assets? Was that explained to you before you signed up. Do you remember seeing that piece of information in the lovely TV ads and brochures explaining how lucky you will be when you move into the village? No. *[Elsewhere in our submission on "Site Fee Increases Searching for an Explanation" dated 20th January 2021, we argue preservation of capital assets is not a homeowner responsibility].*

27. The law has something to say about this type of business behaviour. The Department of Fair Trading summarise relevant aspects of Consumer Law as follows.
- i. *Business conduct is likely to break the law if it creates a misleading overall impression towards the intended audience about price, value or quality of consumer goods or services. Whether a business intends to mislead or deceive is irrelevant; what matters is how their statements and actions, the business conduct, affect the thoughts and beliefs of a consumer.*
 - ii. *A business can break the law if it fails to disclose relevant facts to you. Silence can be misleading or deceptive when:*
 - iii. *One person fails to alert another to facts known to them, and the facts are relevant to the decision*
 - iv. *Important details a person should know are not conveyed to them*
 - v. *A change in circumstance meant information already provided was incorrect*
 - vi. *Whether silence is misleading or deceptive will depend on the circumstances of each case.*
28. The Act needs to be changed to ensure costs not clearly and openly enunciated to a homeowner at time of entering a site agreement, are not subsequently recoverable as a site fee increase.

Statutory Review – Discussion Paper

11. Does having a prescribed standard form site agreement work well? Yes. Must be maintained and remain under control of Compliance Authority.

12. Should the list of prohibited terms in site agreements be modified? If so, what type of terms should be included or removed?

13. Should the requirements about additional terms be changed or improved? Yes. Terms that are appropriate to village rules should be in those rules. Additional Terms should only be added if approved by the Compliance Authority following a consultation process with existing homeowners. Additional terms should not be permitted at the operator's discretion. In our village additional terms now run to 5 pages including gag clauses. All those additional terms are either neutral or favour the operator.

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29. Further it should be mandatory for any Additional Terms or Further Additional Terms proposed to be attached to a site agreement be provided to a

prospective homeowner with, and at the at the same time as, the Standard Form Site Agreement.

(iv) To establish procedures for resolving disputes between operators and homeowners

if those procedures are so restrictive and legalistic as to be out of reach, intellectually and financially, of most homeowners.

30. The Tribunal is the legal option available to homeowners to enforce provisions of the Act and their site agreements. But it turns out matters the tribunal can deal with, and the findings it can make, are very limited in scope. Further, what scope it does have is of little practical help to homeowners, because it is so heavily weighted in the operators' favour by its legalistic framework.
31. Many homeowners, while physically and mentally alert, are not able to understand the complexity and complications of the legal minefield of site agreements and the Act. Seeking redress for breaches of the Act or improper operator behaviour, through Fair Trading and NCAT, is laboriously slow, legalistic, and consequently a process virtually unavailable to homeowners. To engage expert assistance in this process is also normally beyond their means, a situation not lost on operators. Even support groups like Tenants Union or other self-help groups are so under resourced as to be unavailable for all but the most significant of issues.
32. The real issues of fairness and equity enunciated in the Act seem to lie outside the Tribunal's jurisdiction. Homeowners (and note homeowners are in the main aged retirees^{.. , , , SA? . W CA eet ? CA j , , W,s. e RCB72}) are then forced into the superior court system to have a case determined. And this against an operator with, for all practical purposes, unlimited financial and legal resources. Considering the costs and financial risk involved, these legal processes leave homeowners with effectively nowhere to go
33. A much simpler and effective dispute settlement mechanism must be found that is accessible to homeowners. Perhaps some form of ombudsman or making existing administrative processes understandable and accessible to the homeowner community are essential options. Even the process of lodging a complaint with Fair Trading is obscure, designed more for the department operatives than homeowners that need to access it. See further discussion on this issue below in section titled Compliance Authority

(v) To protect homeowners from bullying, intimidation, and unfair business practices

^{.. , , , SA? . W CA eet ? CA j , , W,s. e RCB72} Source: Submission to Commonwealth Treasury 2017 consultation paper on Stapled Structures by Land Lease Living, Caravan & Camping and Manufactured Housing Industry Association.

if when such practices occur there is no effective redress or penalty available to the homeowner.

34. Any action that can be taken in respect to **bullying and intimidation** at a minimum requires hard evidence. In this area such evidence is hard to establish because it is spread over numerous events and manifestations not readily documentable or witnessed. Residents can become ostracized and scapegoated, without any substantiated evidence
35. Under the present Act the Compliance Authority can only convene a mediation session at which the operator typically denies everything even in the face of reasonable substantiation. The mediation fails, so off to the Tribunal.
36. The outcome is inevitably that no remedial action is taken apart from maybe a light slap on the wrist.

Statutory Review – Discussion Paper

32. *Are the rules of conduct adequate and are they having the intended effect of ensuring appropriate conduct by operators? No. because there is no satisfactory means of enforcing them.*

33. *Should the content of the rules be expanded to cover other issues? There is a need to find a practical, expeditious and effective way of enforcing the ones already there.*

34. *Are the operator education requirements effective? No. Operators and managers should have to hold recognised educational qualifications appropriate to their field of operation. Eg certificate IV or better. They should also be licenced, and Compliance Authority have power and authority to cancel a licence if breached.*

35. *Can you suggest other educational resources or topics to facilitate a greater understanding of the role and responsibilities under the Act? There must be existing educational standards available that can be adapted covering interpersonal relationships, conflict resolution, the law as it applies to contracts and lower court proceedings, and specifically the Act and its agreements we operate under. The operators may wish to add knowledge of office procedures, record keeping, gardening, trades maintenance etc.*

36. *What delivery methods could be used to improve mandatory education Formal Certificate IV or similar courses. Definitely not a couple of hours on the internet with no regulated examination process. These are serious management positions affecting a lot of senior citizens In respect to members of Resident Committees, periodic face to face seminars by the Compliance Authority would be useful in understanding its role as the resident representative before the Operator. A Resident Committee handbook could also be helpful.*

Part C - Compliance Authority

Synopsis

When it comes to a failure of the operator to comply with the provisions of the Act and site agreements, the processes in the Act for enforcement of its provisions are ineffective.

Remedies that do exist lead to expensive legal actions usually beyond the resources of the homeowner. It is suggested the Act should provide remedies for breaches of operator obligations that are within the means and whitt of homeowners to have applied.

In terms of balance between the power and resources of homeowners and operators, the role and power of the compliance authority to create that balance requires serious review. This is especially the case where large local and multinational corporations are buying out the small local operators and imposing themselves on existing communities using their power to bully homeowners into submitting to their will.

The present imbalance is causing serious concern among homeowners and threatens the viability of RLLC parks as a viable solution to housing low income retirees and pensioners.

The issue

1. The Commissioner is defined in the Act as *the Commissioner for Fair Trading, Department of Finance and Services or in the absence of this position the Director-General of the Department of Finance and Services*. The Commissioner may delegate his functions under the Act [Article 163 (2)]. That delegation would seem to be to NSW Department of Fair Trading and in turn to the Tribunal.
2. The function of the Commissioner is, among other duties, to investigate suspected contraventions of the Act or the regulations and to take appropriate action to **enforce** the Act or the regulations [Article 163 (1) (b) of the Act].

Statutory Review – Discussion Paper

73. Are the Commissioner's disciplinary powers adequate? *No. I may not be the powers that are a problem, it is the timely exercising of those powers.*

74. Are there breaches of certain provisions of the Act that are currently not offences that should be offences? *The short answer is any breach of the Act should be an offence, and if not an offence becomes an offence if not rectified. It is the current process and time it takes to deal with offense issues that is the problem. We are suggesting a licencing system to provide financial resources to the Compliance Authority, and cancellation of licence if breached.*

75. Are there any other offences that should be penalty notice offences? *Failure to supply a fit for purpose explanation in support of a rent increase could be one. Monitory Penalties are not a solution unless exceptionally large. We are dealing with rich cashed up operators that ignore minor fines as an operating expense and probably recover them in rent increase.*

76. Are the powers of Fair Trading investigators appropriate? *What are those powers? They seem not appropriate because if the operator is not cooperative (and noncooperation is the normal strategy) it is back into the court system. A very slow, cumbersome, and expensive process to get resolution of a complaint.*

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3. Who then is the compliance authority? The Act defines the Commissioner as the compliance authority. The Commissioner, as is permitted by the Act, has a power of delegation, and seems to have delegated that authority to Fair Trading. Fair Trading for its part limits its role to one of mediation, and if mediation fails suggests the homeowner enter (with legal advice) the court system via the Tribunal.

4. Quote from Fair Trading web site:

[If we cannot help the parties to agree to a resolution, either party may take their dispute to the Tribunal. Go to the Tribunal Website for more information. We may also recommend for complaints to be forwarded to our Mediation Services Unit for formal mediation, or that you seek independent legal advice.]

5. But then the Act decrees the Tribunal has limited jurisdiction, so if the issue is outside the Tribunal's limited jurisdiction, the next step is to the various higher courts. This process forces the responsibility and cost for resolution back onto the homeowner. With a starting cost of perhaps \$15,000 - \$20,000 and upwards plus respondents' costs if case lost.

6. NSW Fair Trading seems to not have or has not been delegated, the Commissioner's power to **enforce** the Act or the regulations [Article 163 (1)]

(b) of the Act]. It may seek mediation and negotiated agreement between parties but has no authority to make directions. The power to make directions seems to inevitably lead back to the Tribunal or higher courts.

7. The Act says the Commissioner has the authority to take Action. If that power is delegated, then that means Fair Trading is required to exercise that power. If not, there is a serious flaw in the system. That flaw requires prompt rectification in the Act.

Recommended Action

8. There is need for a complete overhaul of the Act in this area so that homeowners are placed on the same footing (financially, legally and accessibility to justice) as the operators.
9. The compliance process is in every practical sense, beyond the reach of homeowners.
10. The homeowners are further disadvantaged by the operators Lawyers, QC's and creative Accountants trawling through the existing Act to find weakness and loopholes (of which there are plenty) to advance their control and financial position.
11. We also refer the Act review panel to our submission on the need for licencing owners, operators, and managers.

Part D - Lodging a complaint

Synopsis

The Compliance Authority has an online facility for lodging complaints. However, it is designed for the tech savvy. It also seems to be a one-size fits all service covering a range of client types.

Many homeowners are neither competent in the use of computers for this purpose or have the equipment to be able to do so. For most, their equipment is a smartphone or maybe a tablet. There is rarely a printer or scanner within reach.

The means of communication between the Compliance Authority and the homeowner should be competently investigated, and a specific user-friendly methodology established and implemented for homeowner use.

Coupled with this is the need for prompt responses and resolution of complaints and issues.

The Issue

1. When intervention on a matter relating to the behaviour of an operator or some other Act or Site Agreement issue is required, there is a need to closely examine the mechanisms available to homeowners to communicate with the Compliance Authority.

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77. Would you be interested in attending a community information session via webinar? Yes but No. I explain in this section a major problem with shifting communications to the internet and suggest some actions that need to be taken to resolve this form of communication with aged homeowners.

78. Do you have any access issues preventing you from attending a community engagement session digitally? For example, internet access, computer or smartphone access, digital literacy etc. Yes, see following discussion.

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2. As outlined above, the present system of communication is mired in legalistic process. The complaint process should focus on how, within their competence, a homeowner can communicate with the Compliance Authority and get swift action. The present processes seem designed for the convenience of the authority and its bureaucratic environment, not the homeowner, and because

of its complexity work in favour of the operator. This needs to be turned around by providing a simple understandable means of communicating a complaint to the Compliance Authority without the need to be computer and internet literate

3. For its part, the Compliance Authority must respond, and have the **power** to respond, promptly to a complaint and advise the homeowner how the complaint could be resolved or what further action is required or recommended by the Authority. Not stand aloof and have the homeowner go to NCAT for a resolution.
4. A review of Fair-Trading complaint log will not reveal a true picture of the pent-up issues now developing in the RLLC world. There is a natural reluctance to complain, but more importantly a communication problem in doing so.

Recommended corrective action

5. This reviewer suggests a competent study should be commissioned to determine the appropriate form of communications that is required between a homeowner and the Compliance Authority. The outcome should be a way to allow a homeowner to communicate effectively with the Compliance Authority.
6. At present the Compliance Authority (Fair Trading) seems to be relying on third parties to be the residents' point of contact with the Regulator. While not excluding this channel, it should not be necessary and needs to change. There is limited scope and resource for voluntary third parties to fill this role.
7. Division 3 of the Act - Complaints and disciplinary action, should include a requirement for the Commissioner to publish simple procedures for a homeowner to lodge a complaint against an operator. That procedure should not rely on the internet or smart phones (while such means may be included) and be in a plain English format and understandable to aged retirees unfamiliar with bureaucratic language.
8. A suitable publication of presenting these procedures on a routine basis would be "Moving into a Land Lease Community? Brochure, published by NSW Fair Trading", a document required to be provided to all new village entrants. Additionally, a hard copy fact sheet describing the procedures for complaint notification could be issued to all resident support groups and resident committees for distribution.

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That concludes this submission.