Retirement Village Purchase Checklist

Queensland · Take this with you to the village and to your appointment. Every question here has cost someone real money when it went unasked.

The one number that matters: the exit entitlement. Ask the operator to put in writing what you (or your estate) would actually receive if you left after 3, 5 and 10 years — after the deferred management fee, capital sharing, reinstatement and selling costs.

Before you sign anything

- [ ] Ask for the village's Public Information Document (PID) and the full residence contract, and take them away to read.
- [ ] Confirm the tenure you are buying: leasehold, licence, freehold or a unit in a community titles scheme.
- [ ] Check the cooling-off period that applies to your contract under the Retirement Villages Act 1999 (Qld).
- [ ] Ask when the village last increased general services charges, and by how much, for each of the last three years.
- [ ] Get the contract reviewed by a lawyer before the cooling-off period expires.

The money going in

- [ ] Ingoing contribution (entry price) confirmed in writing, including what it does and does not cover.
- [ ] Any additional entry fees, transfer fees, or refurbishment contributions payable on entry.
- [ ] Whether the unit is being sold to you as-is, or with agreed refurbishment before you move in.
- [ ] Stamp duty position confirmed — it differs between leasehold, licence and freehold arrangements.

Ongoing costs while you live there

- [ ] General services charge: current amount, what it covers, and how increases are set and capped.
- [ ] Maintenance reserve fund contributions and the current fund balance.
- [ ] Personal services (meals, cleaning, care) — optional or bundled, and current pricing.
- [ ] Utilities, council rates, insurance — who pays what.
- [ ] What happens to the charges if you move into aged care or are absent long term.

The exit — read this section twice

- [ ] Deferred management fee (exit fee): the percentage, how many years it accrues over, and whether it is calculated on your entry price or your resale price.
- [ ] Capital gain and capital loss sharing: what proportion is yours, and what proportion is the operator's.
- [ ] Reinstatement and refurbishment obligations on exit, and who decides the scope of works.
- [ ] Who sells the unit, who sets the price, and who pays the selling costs.
- [ ] The statutory buyback timeframe that applies if the unit is not sold, and when the clock starts.
- [ ] Whether charges keep accruing after you leave and until the unit resells.

Worked example — ask the operator to complete this

- [ ] Entry price paid: $__________
- [ ] Estimated resale price after 8 years: $__________

- ☐ Deferred management fee deducted: $__________
- ☐ Capital gain shared with operator: $__________
- ☐ Reinstatement / refurbishment cost: $__________
- ☐ Selling and marketing costs: $__________
- ☐ Estimated amount actually returned to you or your estate: $__________

Care, health and the future

- ☐ What care is available on site now, and what triggers a move to residential aged care.
- ☐ Whether the village guarantees a place in an adjoining aged care facility (in writing, not verbally).
- ☐ How the contract operates if you lose capacity — and whether your enduring power of attorney can act.
- ☐ Whether a partner or spouse can remain in the unit if you move out or pass away.

Centrelink, tax and estate planning

- ☐ How the ingoing contribution is treated for the age pension assets and income tests.
- ☐ Whether the entry contribution exceeds the extra allowable amount, and the effect on rent assistance.
- ☐ How the exit entitlement will be dealt with in your will, and whether your executor understands it.
- ☐ Whether your enduring power of attorney and advance health directive are current.

The village itself

- ☐ Read the last two years of residents' committee minutes.
- ☐ Talk to at least three current residents, including one who has been there five years or more.
- ☐ Ask how many units are currently vacant and how long recent resales have taken.
- ☐ Check the operator's history: ownership changes, disputes, and any regulatory action.
- ☐ Visit at different times of day, including a weekend and an evening.

This checklist is general information about Queensland law, not legal advice. Retirement village contracts are long, non-standard and heavily weighted to the operator — have yours reviewed before the cooling-off period ends. Coastside Law reviews retirement village contracts on a fixed fee. Call 0423 868 846 or email info@coastsidelaw.com.au.