

# Complaint and Internal Dispute Resolution Processes

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## For New South Wales Retirement Villages (the **Village**)

### 1. About this document

This document sets out our processes for resolving:

- (a) Complaints made by Residents; and
- (b) Internal Disputes between a Resident and us, or between two or more Residents.

### 2. Objectives

The objectives of this document are to:

- (a) set out our complaint and internal dispute resolution processes for the Village as required under the *Retirement Villages Regulations 2017* (NSW); and
- (b) ensure that Complaints and Internal Disputes at the Village are handled fairly and resolved effectively to the satisfaction of all parties, and where possible, without the need for any person to seek to resolve a complaint or internal dispute using a legal or external resolution process.

### 3. No rights excluded

Nothing in this document:

- (a) takes away any person's right to seek to resolve a Complaint or Internal Dispute under any other process that may be available to them, including any relevant process under the Act or any strata schemes legislation that applies to the Village; or
- (b) requires any person to participate in the processes in this document before exercising any rights available to them at law.

### 4. Resident Services Hotline

We operate a dedicated Resident Services Hotline separately to this document.

You can access the hotline by calling 1800 571 829 or emailing [residentservices@keyton.com.au](mailto:residentservices@keyton.com.au). The hours of operation are 9:00am to 5:00pm AEST (Monday to Friday). If you contact us outside of these hours, we will respond to you within a further 24 to 72 hours.

The purpose of the hotline is to provide you with an option to engage with us if you have a concern, general feedback, or a compliment for one of our Retirement Villages. You can do so anonymously if you wish. However, we encourage you to directly communicate with the manager of your Retirement Village as your first point of contact.

The hotline is not intended for use in making a Complaint or raising an Internal Dispute. If you wish to do so, you may follow the procedures in this document instead.

## 5. Scope

### 5.1 What is a Complaint

A **Complaint** is a complaint about anything we have done, or have not done, in our capacity as operator of the Village. This may include (but is not limited to) complaints about:

- (a) how we operate the Village;
- (b) the services or facilities we provide or make available;
- (c) our compliance with the Act, our village contracts with Residents or any relevant village rules or by-laws;
- (d) our acting as manager, caretaker or service provider for the owners corporation for the Village (if applicable); and
- (e) the manner in which we deal or communicate with Residents.

### 5.2 Internal Disputes

An **Internal Dispute** is a dispute between:

- (a) us and a Resident; or
- (b) a Resident and one or more other Residents,

about a matter concerning the Village.

This may include (but is not limited to) disputes about a person's:

- (a) compliance with the Act, a village contract, a village rule or a by-law;
- (b) behaviour in the Village; or
- (c) use or enjoyment of the Village.

### 5.3 What is not covered

A Complaint or an Internal Dispute does not include:

- (a) general or specific feedback given to us, or a concern expressed to us, by a Resident;
- (b) a general request for us to take action on a particular matter;
- (c) a complaint or dispute being dealt with under a legal or other resolution process, such as an application to the Tribunal; or
- (d) a complaint or dispute that has previously been dealt with under this document,

unless the Resident specifies that they are intending to make a Complaint or raise an Internal Dispute under this document.

### 5.4 We may ask for clarification

If we are unsure whether a Resident is making a Complaint or raising an Internal Dispute under this document, we will ask the Resident to clarify whether they are intending to do so.

### 5.5 Who may use this document

A Complaint may be made, or an Internal Dispute may be raised, under this document:

- (a) by a Resident personally; or

- (b) on behalf of a Resident by any of the following persons who provide us with satisfactory written evidence of their authority to act for the Resident:
- (i) a person acting under a valid and current power of attorney;
  - (ii) a solicitor or other legal representative;
  - (iii) an executor or administrator of a Resident's estate (if they are deceased);
  - (iv) the Residents Committee;
  - (v) an organisation or association that represents the interests of retirement village residents in New South Wales; or
  - (vi) any other person a Resident authorises to represent them under this document.

To avoid doubt, a Resident may choose to be represented by another person (such as a solicitor) at any stage referred to in this document, such as a mediation conducted under clause 7.

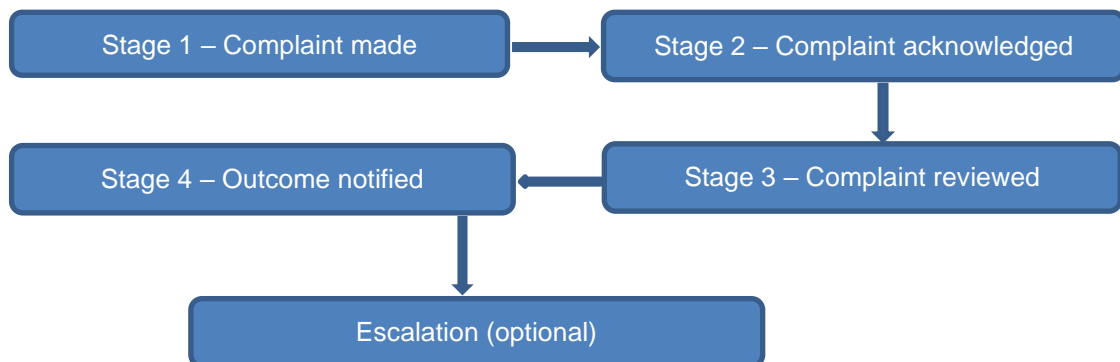
## 5.6 No fees or charges

We will not impose any fee or charge on a Resident for making a Complaint or raising an Internal Dispute under this document.

## 6. Complaints

### 6.1 Overview

A visual overview of the Complaints resolution process is as follows:



### 6.2 Stage One – Making a Complaint

A Complaint may be made:

- (a) verbally (in person); or
- (b) in writing.

A Complaint should be made to one of the following persons: Village Manager of your Village or the Regional Operations Manager NSW, who can be contacted at [residentservices@keyton.com.au](mailto:residentservices@keyton.com.au) or Level 18, Suite 18.02, 321 Kent Street, Sydney NSW 2000.

A Resident can also make a Complaint by providing details of the Complaint to a staff member at the Village Manager's office during its normal hours of operation. They will refer the Complaint to one of the persons named above as specified by the Resident (or if no person is specified, to the Village Manager).

Full details of the Complaint should be provided, including:

- (a) the relevant facts and circumstances;
- (b) the person/s involved, including any relevant Residents and Village staff;
- (c) dates, times and locations of relevant events;
- (d) copies of any relevant documents;
- (e) any previous actions taken by the Resident or our staff to resolve the Complaint;
- (f) the Resident's desired outcome to resolve the Complaint; and
- (g) the Resident's contact details.

When receiving the Complaint, the manager to whom the Complaint is made will listen to the Resident and make notes, if required, and may:

- (a) ask the Resident to provide further details or clarify any matters about which the Complaint is made;
- (b) establish the Resident's desired outcome;
- (c) assist the Resident to make the Complaint, if requested; and
- (d) try to resolve the Complaint immediately. If the Complaint is resolved to the satisfaction of the Resident at this stage, no further steps will be taken under this process.

We will treat all Complaints confidentially.

### **6.3 Stage Two – Acknowledging the Complaint**

If the Complaint is not resolved in Stage One, we will write to the Resident to acknowledge receiving the Complaint within 5 working days from the date the Complaint is received.

Our acknowledgement will set out:

- (a) the person we have appointed within our organisation to review and manage the Complaint;
- (b) an expected date by which the Complaint will be resolved (where possible); and
- (c) any further information or actions required from the Resident in order for us to understand the Complaint or start reviewing it.

Our acknowledgement will also include a copy of this document so that the Resident is fully aware of the process that we will follow to resolve the Complaint.

### **6.4 Stage Three – Reviewing the Complaint**

After acknowledging the Complaint and receiving any further requested information or documents from the Resident, we will review the Complaint as soon as practicable.

We will review the Complaint in the way we consider will result in the Complaint being fully resolved as soon as possible. This may involve:

- (a) investigating the facts and circumstances of the Complaint;
- (b) requesting and considering further information or documents from the Resident;
- (c) collecting relevant information from staff within our organisation, other Residents and any other relevant persons;
- (d) considering or obtaining advice about how the Act and/or relevant village contracts apply to the situation, if necessary; and
- (e) examining our processes and procedures.

If we ask the Resident to provide further information or documents, these should be provided to us as soon as possible in order for the Complaint to be resolved in a timely manner.

When reviewing the Complaint, we will:

- (a) regularly update the Resident about our progress;
- (b) not take any action to resolve the Complaint without the Resident's consent;
- (c) not take any action that duplicates, is inconsistent with or breaches the Act or another law, a village contract, a village rule or a by-law;
- (d) escalate the review to more senior levels of management, if necessary;
- (e) seek legal or other advice as we consider necessary; and
- (f) comply with all relevant privacy laws and our organisation's privacy policy.

We will stop reviewing the Complaint and inform the Resident that the Complaint is no longer being handled under this process if the Complaint is:

- (a) resolved to the satisfaction of the Resident;
- (b) withdrawn by the Resident;
- (c) unable to be fully reviewed because the Resident does not provide us with information or documents requested; or
- (d) pursued or escalated by the Resident via a legal or other complaints resolution process, such as by making an application to the Tribunal or pursuing the Complaint through the Residents Committee.

## 6.5 Stage Four – Notice of the Outcome of the Complaint

We will write to the Resident to notify them of the outcome of our review of their Complaint.

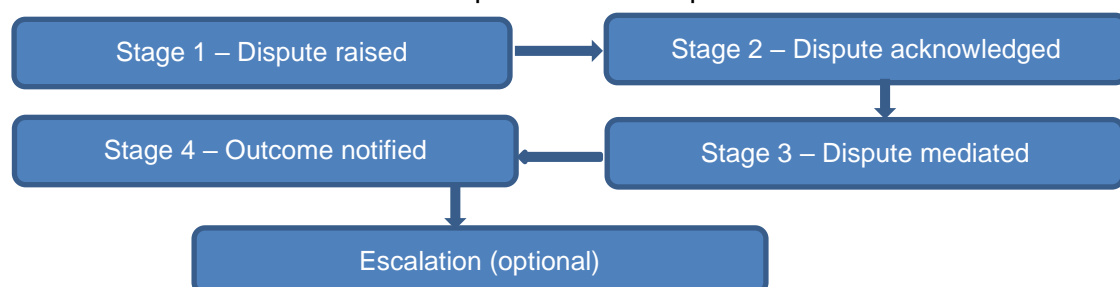
We will endeavour to complete our review, and provide the written notice to the Resident, within the timeframe stated in our initial acknowledgement of the Complaint, and in any event within 60 days from the date the Complaint is received.

Once we have provided the written notice to the Resident and any relevant step/s set out in the notice have been taken, the Complaint will be considered resolved, unless the Resident then chooses to escalate the Complaint to a more senior level of management within our organisation (see clause 8).

## 7. Internal Disputes

### 7.1 Overview

A visual overview of the Internal Disputes resolution process is as follows:



## 7.2 Stage One – Raising an Internal Dispute

An Internal Dispute may be raised:

- (a) verbally (in person); or
- (b) in writing.

An Internal Dispute should be raised with one of the following persons: Village Manager of your Village or Regional Operations Manager NSW, who can be contacted at [residentservices@keyton.com.au](mailto:residentservices@keyton.com.au) or Level 18, Suite 18.02, 321 Kent Street, Sydney NSW 2000.

A Resident can also raise an Internal Dispute by providing details of the Internal Dispute to a staff member at the Village Manager's office during its normal hours of operation. They will refer the Internal Dispute to one of the persons named above as specified by the Resident (or if no person is specified, to the Village Manager).

Full details of the Internal Dispute should be provided, including:

- (a) the relevant facts and circumstances;
- (b) the person/s involved, including any relevant Residents and Village staff;
- (c) dates, times and locations of relevant events;
- (d) copies of any relevant documents;
- (e) any previous actions taken by the Resident or our staff to resolve the Internal Dispute;
- (f) the Resident's desired outcome to resolve the Internal Dispute; and
- (g) the Resident's contact details.

When receiving details of the Internal Dispute, the manager to whom it is raised will listen to the Resident and make notes, if required, and may:

- (a) ask the Resident to provide further details or clarify any matters about which the Internal Dispute is made;
- (b) establish the Resident's desired outcome;
- (c) assist the Resident to raise the Internal Dispute, if requested; and
- (d) try to resolve the Internal Dispute immediately, if appropriate. If the Internal Dispute is resolved to the satisfaction of the Resident at this stage, no further steps will be taken under this process.

If the Internal Dispute is between a Resident and one or more other Residents, the manager will also ask the Resident to confirm whether they consent to us notifying the other Resident/s in writing that the Internal Dispute has been raised with us under this process and describing the nature of the Internal Dispute.

We will treat all notifications of Internal Disputes confidentially.

## 7.3 Stage Two – Acknowledging the Internal Dispute

If the Internal Dispute is not resolved in Stage One, we will write to the Resident to acknowledge receiving the Internal Dispute within 5 working days from the date the Internal Dispute is raised.

Our acknowledgement will set out:

- (a) the person we have appointed within our organisation to attempt to resolve the Internal Dispute;
- (b) an expected date by which the Internal Dispute will be resolved (where possible); and

- (c) any further information or actions required from the Resident in order for us to understand the Internal Dispute or start mediating it.

Our acknowledgement will also include a copy of this document so that the Resident is fully aware of the process that we will follow to resolve the Internal Dispute.

Within the same timeframe, we will also contact the other Resident/s subject of the Internal Dispute to notify them that the Internal Dispute has been raised with us (if the Resident consents).

#### **7.4 Stage Three – Mediating the Internal Dispute**

After acknowledging the Internal Dispute and receiving any further requested information or documents from the Resident, we will start to attempt to mediate the Internal Dispute. Our objective will be to assist the parties to negotiate an agreed resolution of the Internal Dispute.

We will mediate the Internal Dispute in the way we consider will result in the Internal Dispute being fully resolved as soon as possible. This may involve:

- (a) liaising with the parties to agree on the matters in dispute and the relevant factual background;
- (b) agreeing with the parties on a specified day to meet within the Village to attempt to resolve the Internal Dispute;
- (c) meeting with the parties in the Village to seek to resolve the Internal Dispute by mediation and negotiated agreement; and
- (d) take notes of the meeting, including the terms of any negotiated agreement made by the parties.

If we ask the Resident to provide further information or documents to enable us to carry out the mediation, these should be provided to us as soon as possible in order for the Internal Dispute to be resolved in a timely manner.

When mediating the Internal Dispute, we will:

- (a) encourage and support all parties to attempt to resolve the Internal Dispute calmly and considerately;
- (b) seek to understand all parties' perspectives and desired outcomes;
- (c) allow all Resident/s who are party to the Internal Dispute to be represented or accompanied by a person of their choice (such as a family member or a solicitor);
- (d) not take any action to resolve the Internal Dispute without the consent of all parties;
- (e) not take any action that duplicates, is inconsistent with or breaches the Act or another law, a village contract, a village rule or a by-law under a strata scheme (if relevant);
- (f) escalate the mediation to more senior levels of management, if necessary;
- (g) seek legal or other advice, as we consider necessary; and
- (h) comply with all relevant privacy laws and our organisation's privacy policy.

We will stop mediating the Internal Dispute and inform the Resident that it is no longer being handled under this process if the Internal Dispute is:

- (a) resolved to the satisfaction of the Resident;
- (b) withdrawn by the Resident;

- (c) unable to be mediated because one or more parties do not participate in the process; or
- (d) pursued or escalated by the Resident via a legal or other dispute resolution process, such as by making an application to the Tribunal or pursuing the Internal Dispute through the Residents Committee.

#### **7.5 Stage Four – Notice of the Outcome of the Mediation**

When the mediation is completed, we will write to all parties to the Internal Dispute to notify them of the outcome of the mediation process.

Our written notice will set out:

- (a) the outcome of the mediation;
- (b) the terms of any negotiated agreement made by the parties; and
- (c) the steps (if any) the parties must take, or that we recommend the parties take, to perform their obligations under the negotiated agreement (if one is made) or to resolve the Internal Dispute (if agreement is not reached).

We will endeavour to complete the mediation, and provide the written notice to the Resident, within the timeframe stated in our initial acknowledgement of the Internal Dispute, and in any event within 60 days from the date the Internal Dispute is raised.

Once we have provided the written notice to the parties, the Internal Dispute will be considered resolved, unless the Resident then chooses to escalate the Internal Dispute (see clause 8).

### **8. Escalating a Complaint or Internal Dispute**

If:

- (a) a Resident makes a Complaint or raises an Internal Dispute; and
- (b) the Resident is not satisfied with how we have handled the Complaint or Internal Dispute or believes we have not properly complied with our obligations in this document,

then the Resident is not required to restart the relevant process, but may choose to escalate their Complaint or Internal Dispute to a more senior person within our organisation.

The person to whom the Complaint or Internal Dispute may be escalated in the first instance is the Regional Operations Manager NSW (if the Complaint or Dispute was originally raised with the Village Manager) or Head of Resident Operations (if the Complaint or Dispute was originally raised with the Regional Operations Manager NSW), who can be contacted at [residentservices@keyton.com.au](mailto:residentservices@keyton.com.au) or Level 18, Suite18.02, 321 Kent Street, Sydney NSW 2000.

The Resident may escalate the matter to the relevant person named above, either verbally or in writing, by:

- (a) contacting that person directly; or
- (b) asking us to escalate the matter to that person on the Resident's behalf.

The person to whom the Complaint or Internal Dispute is escalated will:

- (a) write to the Resident to acknowledge their escalation of the relevant matter and to set out their expected timeframes for further reviewing and resolving the matter (which will be decided based on the issues involved);



- (b) conduct a further review of the Complaint or mediation of the Internal Dispute; and
- (c) write to the Resident to inform them of the outcome of their review or mediation.

When that person has notified the Resident of the outcome of their further review or mediation, the Complaint or Internal Dispute will be deemed resolved, unless the Resident chooses to further escalate the relevant matter (see clause 9 below).

If a Complaint or Internal Dispute is escalated to the Regional Operations Manager NSW under this clause 8 and the Resident is still not satisfied with how we have handled the Complaint or Internal Dispute or believes we have not properly complied with our obligations in this clause 8, then the Resident may further escalate the Complaint or Dispute to the Head of Resident Operations, who can be contacted at [residentservices@keyton.com.au](mailto:residentservices@keyton.com.au) or Level 18, Suite18.02, 321 Kent Street, Sydney NSW 2000. If that occurs, we will follow the same review procedure set out in this clause in relation to the Complaint or Internal Dispute, after which the Complaint or Internal Dispute will be deemed resolved.

## 9. External sources of advice and assistance

If:

- (a) a Complaint or Internal Dispute is handled in accordance with this document and the Resident is not satisfied with the outcome; or
- (b) we do not properly comply with this document,

then either party may seek assistance from any external avenues they consider necessary in relation to the subject of their Complaint or Internal Dispute.

External avenues that may be available to advise or assist a Resident include:

NSW Fair Trading	NSW Civil and Administrative Tribunal
13 32 20	1300 006 228
<a href="http://www.fairtrading.nsw.gov.au">www.fairtrading.nsw.gov.au</a>	<a href="http://www.ncat.nsw.gov.au">www.ncat.nsw.gov.au</a>

Seniors Rights Service	Solicitor referral service of the Law Society of NSW
02 9281 3600 or 1800 424 079	02 9926 0333
<a href="http://www.seniorsrightsservice.org.au">www.seniorsrightsservice.org.au</a>	<a href="http://www.lawsociety.com.au">www.lawsociety.com.au</a>

Council on the Ageing (COTA)	Law Access NSW
02 9286 3860 or 1800 449 102	1300 888 529
<a href="http://www.cotansw.com.au">www.cotansw.com.au</a>	<a href="http://www.lawaccess.nsw.gov.au">www.lawaccess.nsw.gov.au</a>

Retirement Village Residents Association (RVRA)
1300 787 213
<a href="http://www.rvra.org.au">www.rvra.org.au</a>

## 10. Record keeping

We will comply with our obligation in the Act to keep a record of the following information about Complaints and Internal Disputes that are made under this process:

- (a) details of each Complaint or Internal Dispute, including the name and contact details of each Resident concerned and the date the Complaint or Internal Dispute was made;
- (b) details of actions taken in response to each Complaint or Internal Dispute, including the names and contact details of all staff involved in the handling of the Complaint or Internal Dispute and the date each action was taken;
- (c) whether the Complaint or Internal Dispute was resolved, withdrawn, referred or escalated or another outcome was achieved; and
- (d) the number of Complaints and Internal Disputes handled in each calendar year.

We must keep these records for at least 5 years.

## 11. Staff training

We will ensure that all relevant staff:

- (a) understand our commitment to resolving Complaints and Internal Disputes;
- (b) are aware of the processes in this document; and
- (c) where they are involved in handling Complaints or Internal Disputes, receive proper and ongoing training to carry out their responsibilities and have suitable processes and capabilities for doing so.

## 12. Reviewing our processes

We must:

- (a) monitor our compliance with the processes in this document;
- (b) every 12 months, arrange for the data we have collected about Complaints and Internal Disputes in the previous 12 months to be collated and analysed, and use that data to review our general organisational processes;
- (c) every 2 years, review the processes in this document; and
- (d) if this document changes, ensure a copy is provided to all Residents in accordance with clause 13.

## 13. We must provide a copy

We must:

- (a) make a copy of this document publicly available on our website;
- (b) post a copy of this document on a community notice board at the Village; and
- (c) provide a copy of this document to each Resident of the Village, free of charge, in hard copy form or (if consented to by a Resident) electronically.

## 14. Definitions

In this document, unless the contrary intention appears:

**Act** means the *Retirement Villages Act 1999* (NSW), as amended or replaced from time to time.

**Complaint** has the meaning given in clause 4 of this document.

**Internal Dispute** has the meaning given in clause 4 of this document.

**Resident** means is a person who is, or was, a 'resident' of the Village under the Act, including any person described in the Act as a resident, former resident or former occupant.

**Residents Committee** means the residents committee for the Village established under the Act (if any).

**Tribunal** means the NSW Civil and Administrative Tribunal.

**Village** means the retirement village named at the beginning of this document.

**We, us** or **our** means the operator of the Village under the Act from time to time, which at the date of this document is Keyton Holding Pty Ltd ACN 613 131 187 as trustee for the Keyton Trust ABN 44 349 706 307.

## 15. Contact

If you have any queries about the processes in this document, please contact your Village Manager.