

Future directions for supported residential services (SRS)

Discussion sheet 3:

Resident protections – residential statements

The current SRS regulatory scheme is being updated. Changes are proposed to the existing scheme to enhance protection for people living in SRS and to ensure the scheme is contemporary and provides flexibility to meet the needs of the industry into the future.

It is important that residents and their families have a clear understanding of the services they will receive should they choose to enter an SRS, and any terms or conditions relating to their stay at the service. Currently, this information is contained in a 'residential statement'.

What we know

- Each resident is given a residential statement to read and sign when they move into an SRS. The residential statement acts as a contract between proprietors and residents.
- Under the Act, certain information is required to be contained in the residential statement such as services offered, fees and charges that a resident must pay, conditions of tenure, financial management, the facility's complaint handling process and any specific care requirements that may be offered to a resident.
- The residential statement is the key mechanism through which information is provided to residents and their representatives regarding the rights and responsibilities of the proprietor and residents.
- Submissions to the review identified issues with the current arrangements for residential statements. Residents' families and advocates expressed concerns about the accuracy and timeliness of the information contained in the statements.

New directions – proposals for legislative reform

It is proposed that existing information requirements in the residential statement be retained. Additional information requirements will be added to ensure the statement provides information to prospective and current residents on their rights and obligations associated with living at an SRS.

It is also proposed that the residential statement will be renamed 'residential and services agreement' (RSA) to better reflect the purpose of the document. It will be a legally binding document.

The RSA should be updated when any changes are made to the accommodation and personal care services or other information stated in the agreement. In short, the RSA must remain current.

An RSA template will be developed that proprietors may wish to use.

Proposal: Expand information contained in the new residential and services agreement.

It is proposed that the RSA include (but not be limited to) the following areas:

- name and contact details of the registered proprietor
- accommodation details regarding room number, address of premises, furniture and so on that will be provided with the room
- agreement details – fixed term or ongoing
- fee payments:
 - amount and when, how and where to make a payment
 - frequency of review of fees (periodic and/or as care services change)
 - basis for any fee increase
 - method of advising of changes to fees/services and period of notice
- security deposits – amount paid and details under which deposits will be refunded and details of the purposes for which the money can be used
- information on periods of notice to vacate
- care and support services to be provided by the proprietor
- information on house rules – copies should be provided to residents and displayed in the SRS
- special terms such as what other fees are to be paid (for example, for utility services), at what times entry to the resident’s room is required, if there is 24-hour resident access to all facilities and if residents may keep pets
- information on how to provide feedback and make complaints¹ including the name and contact details for external avenues of complaint
- information about the proprietor’s obligations if involved in the management of resident finances, including record keeping and reporting.

Signed copies of RSAs should be kept on the premises and provided to all residents.

The RSA must also state what a proprietor cannot do, that is, the proprietor cannot:

- be a guardian or administrator
- take in more than the equivalent of two months’ fees as a security deposit or fees in advance
- look after resident money in excess of one month’s fees.

What’s new?

The table below summarises the requirements that will be retained from the existing regulatory scheme and the new requirements being proposed.

Status	Requirements
Retained	Proprietors must issue a residential statement to every resident. <i>Anticipated date of effect: current, and to be included in the new legislation.</i>
Retained	The residential statement is a legally binding document.

¹ This is also a care standard and a guide will be provided to proprietors as to how to develop an appropriate feedback and complaints policy and process.

	<i>Anticipated date of effect: current, and to be included in the new legislation.</i>
New	<p>The residential statement will be renamed to residential and services agreement (RSA) to better reflect what is covered.</p> <p>The new RSA will include more detailed information on accommodation and personal care/support services to be provided, tenure and periods of notices, fees and security deposits, compliant handling, incident reporting, house rules and so on.</p> <p><i>Anticipated date of effect: immediately after the legislation is passed.</i></p>

Implementation

This provision is not retrospective so proprietors will not have to amend residential statements that are already in place for existing residents as long as the current residential statements are compliant.

Proprietors may, however, wish to change existing residential statements as a matter of good practice and for the purposes of implementing consistent management of resident records.

Information sheets will be developed for proprietors and residents to explain the information an RSA should contain.

Frequently asked questions

Q.1 I have been living in an SRS for some time now and never signed a residential statement or agreement. What should I do?

A. A resident normally agrees to and signs an RSA on entry to an SRS. If you do not have a copy or have never signed an agreement speak to the service's manager. The manager will be able to get you a copy of the agreement or draw up an agreement with you.

Q.2 Does the RSA act as a contract between the proprietor and resident? What should be included in the agreement?

A. Yes, an RSA acts as a contract between the proprietor and resident. It should outline what services will be offered to the resident, accommodation details, details of security deposits and fee payments, house rules, the complaints handling mechanism used and information on the proprietors obligations under the legislation (management of residents finances, record keeping and reporting).

Q.3 How often would an RSA need to be updated?

A. RSAs need to be updated on an individual basis when there are any changes to a resident's personal care/support needs or other matters included in the agreement. The RSA will also need to be updated when there are changes that affect all residents. In short, the RSA must remain current at all times.