

## WHEN YOU ARE ASKED TO LEAVE A RESIDENTIAL AGED CARE FACILITY

### *Can I be asked to move to another residential aged care facility?*

The provider of your residential aged care facility can ask you to leave the facility only in the following situations:

1. the facility is closing;
2. the facility no longer provides accommodation and care suitable for you, having regard to your long-term assessed needs, and the provider has *not* agreed to provide care of the kind that you presently need. Your long-term care needs must be assessed by either:
  - an Aged Care Assessment Service; or
  - at least two medical or other health practitioners - one must be independent of the provider and of the facility and must be chosen by you or your representative; and both must be competent to assess your aged care needs;
3. you no longer need the care provided through the facility. Your needs must be assessed by an Aged Care Assessment Service;
4. you have not paid any agreed fee to the provider within 42 days after the day when the fee is payable, for a reason within your control;
5. you have intentionally caused:
  - *serious* damage to the facility; or
  - *serious* injury to the provider; or
  - *serious* injury to an employee of the provider or to another resident;
6. you are away from the facility for a continuous period of at least seven days for a reason not permitted by the aged care legislation.

### *What must the provider do if I am asked to leave?*

If the provider decides to ask you to leave, the provider must give you a written notice that includes the following information:

- the decision that you are to leave;
- the reasons for the decision;
- the date by which you are to leave. The provider must give you at least 14 days' notice (see below in relation to the expiry of the 14 days); and

- your rights about leaving, including your right to access the facility's complaints resolution process, independent complaints processes (such as the Aged Care Complaints Scheme), and an advocacy service.

The provider may claim that you must leave, or that you are not to return to the facility from hospital, when in fact the provider is not entitled to require you to leave or not to return. If you have any concerns about your security of tenure, contact Elder Rights Advocacy (ERA) for information and advice as soon as possible.

### *What if the 14 days notice expires and I have not been able to find another place?*

The provider must not take action to make you leave, or imply that you must leave, before suitable alternative accommodation is available that meets your long-term assessed needs and is affordable to you. This applies even though the 14 days' notice period may have expired.

Your long-term needs must be assessed by either an Aged Care Assessment Service or two medical or other health practitioners. One of the medical or other health practitioners must be independent of the provider and of the facility, and must be chosen by you or your representative. Both of them must be competent to assess your aged care needs.

### *If I move to another aged care facility will I have to pay more?*

Whether you have to pay more (or different) amounts in fees and other charges if you move depends on a number of factors that are too complex to explain fully in this fact sheet. They include:

- whether you will be receiving the same or a different level of care (i.e. high or low level care) in the other facility;
- whether you are moving to an "extra service" facility;

- whether you have paid an accommodation bond to your current facility;
- whether you are currently paying an accommodation charge;
- your resident status;
- the value of your assets.

It may be to your benefit to have the value of your assets assessed by Centrelink (or the Department of Veterans' Affairs (DVA) in the case of veterans).

If you have paid an accommodation bond to your current facility, you may be able to transfer it to your new facility. However, if you will not be transferring your bond, an assets assessment will determine the maximum amount of accommodation charge (if any) that you may be asked to pay to your new facility.

If you are currently paying an accommodation charge, and you will also be paying an accommodation charge to your new facility, you may want to have your assets assessed if their value has reduced since you entered your current facility. A new assessment may result in you paying a lower accommodation charge to the new facility. You cannot be asked to pay a higher charge than the amount you are currently paying.

If Centrelink or DVA has determined that you are either a concessional resident or a fully supported resident in your current facility, your status will be transferred to your new facility. You cannot be asked to pay an accommodation bond or an accommodation charge to the new facility.

### *What if I can't afford to pay an accommodation charge or an accommodation bond to the new facility?*

If your assets are below an indexed minimum amount (\$40,500 as at 20/3/12) you cannot be asked to pay either an accommodation charge or an accommodation bond (unless you paid a bond to your current facility, in which case you may be asked to transfer it to your new facility).

If your assets are over that amount, but you believe that you cannot afford to pay an accommodation bond or an accommodation charge you may be eligible for financial hardship

assistance. For further information contact the Department of Health and Ageing on 1800 020 103.

The Australian Government sets the rules that determine the maximum amount of accommodation bond or accommodation charge (whichever is applicable) that you may be asked to pay. Up to these maximums, the amount of bond or charge that you pay is a matter for negotiation between you (or your representative) and the provider.

Contact ERA for more detailed information. Also, see our fact sheets called *Daily Fees, Accommodation Bonds and Accommodation Charges*.

### *Will I be asked to sign anything if I move to another facility?*

Yes. If you move to another facility, you will be offered a new resident agreement. You can choose whether or not you sign that agreement. If you move to an extra service facility, your agreement must contain provisions about the extra services that you are entitled to receive.

If you agree to pay either an accommodation bond or an accommodation charge to your new facility the provider must enter into an accommodation bond agreement or an accommodation charge agreement with you before or within 21 days of your entry to the new facility.

### *Do the same care and accommodation standards apply if I move to another facility?*

Yes. The care and accommodation standards are set by the Australian Government and all aged care facilities receiving funding from the Australian Government must meet these standards.

### *Contact ERA*

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# *Empowering older Victorians*

Elder Rights Advocacy is the registered business name of Residential Care Rights Inc. (ABN 63 367 539 827) which is part of the National Aged Care Advocacy Program - an Australian Government Initiative.

Note: The information in this fact sheet is general information only – it is not legal advice.

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