

WHEN YOUR AGED CARE FACILITY IS CLOSING OR CHANGING OWNERS

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 if the facility is closing.

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:

- a) the decision;
- b) the reasons for the decision;
- c) the date by which you are to leave. The provider must give you at least 14 days notice to leave (and see further below in relation to the expiry of the 14 days); and
- d) your rights about leaving, including the right to access the complaints resolution mechanisms (both the facility's internal mechanism and the Department of Health and Ageing's Complaints Investigation Scheme); and to access an advocacy service.

If your facility is closing, the provider should assist you (or your representative) to find suitable alternative accommodation that meets your needs in an area in which you want to live.

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.

What if a new owner takes over the residential aged care facility?

If a new owner takes over the facility, this new owner takes on all the responsibilities of the previous owner.

You have all the rights of security of tenure that you had under the previous owner. If the new owner decides to close the facility then you can be asked to leave and the new owner must follow the process already mentioned.

If I move to another residential aged care facility will I have to pay extra money?

Whether you have to pay extra (or different) amounts of money in fees and other charges if you move depends on a number of factors, including:

- whether you will be receiving the same or a different level of care (i.e. high or low level care) in the other facility from the level of care you are receiving in your current facility;
- whether you are moving to an "extra service" facility;
- the date you first entered a residential care facility as a permanent resident;
- whether you have paid an accommodation bond to your current facility;
- whether you are a pensioner;
- whether the new facility is certified;
- the amount of your assets and income.

If you decide to move to an “extra service” facility then you will be asked to pay an additional daily fee called an “extra service amount”. An “extra service” facility provides a higher standard of accommodation and services than is usual. It does not mean that a higher standard of care is provided as all residential aged care facilities must provide quality care.

Contact Elder Rights Advocacy (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 service?

Yes. If you move to another facility, you will be offered a new resident agreement. You can choose whether or not you want to sign that agreement.

If you agree to pay either an accommodation bond or an accommodation charge (whichever is applicable) 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.

If your new facility is an “extra service” facility, the provider must enter into an extra service agreement with you.

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 (\$38,500 as at 20/9/10) 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 still cannot afford to pay an accommodation charge or an accommodation bond, you should contact the Department of Health and Ageing's Aged Care Information Line (tel: 1800 500 853) to enquire about whether you can be exempted from paying on the basis of financial hardship.

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.

Do the same care and accommodation standards apply if I move to another residential aged care facility?

Yes. The care and accommodation standards are set by the Australian Government and apply to everyone who is assessed by an Aged Care Assessment Service as needing high or low level care who lives in an Australian Government funded residential aged care facility.

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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