



ENFORCEABLE UNDERTAKING

Pursuant to section 198 of the *Australian Consumer Law and Fair Trading Act 2012* (Victoria) and section 218 of the *Australian Consumer Law* (Victoria)

The commitments in this Enforceable Undertaking are offered to the Director of Consumer Affairs Victoria by:

INA GARDEN VILLAGES PTY LTD

(ACN 129 703 911)

of L10, 20 Bond Street, SYDNEY, NSW, 2000



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Parties

The Director

1. The Director of Consumer Affairs Victoria (the **Director**) is established under section 107 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) (**ACLFTA**). The Director has responsibility for the operation of Consumer Affairs Victoria (**CAV**).
2. The Director is responsible for the administration of the ACLFTA, the Australian Consumer Law (Victoria) (**ACL (Vic)**), as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and applied as a law of Victoria under Part 2.2 of the ACLFTA, the *Residential Tenancies Act 1997* (Vic) (**RTA**) and Victoria's other consumer protection legislation.
3. The Director may accept an Undertaking under section 198 of the ACLFTA in connection with a matter relating to a contravention of any other Consumer Act and under section 218 of the ACL (Vic) in connection with a matter in relation to which the Director has a power or function under the ACL (Vic).

Ingenia

4. INA Garden Villages Pty Ltd is an Australian proprietary company limited by shares, which was registered on 14 February 2008 (**Ingenia Gardens**).
5. Ingenia Gardens has its registered office at Level 10, 20 Bond Street, Sydney, NSW 2000.

Background

6. Ingenia Gardens is a company that advertises and supplies rental units to over-55-year-old renters using standard Residential Tenancy Agreements across nine sites in Victoria. It is owned by its ASX listed parent Ingenia Communities Group (**INA**). Under its standard rental arrangements, the renters that lease Ingenia units pay rent and a bond which is lodged with the Residential Tenancies Bond Authority (**RTBA**).
7. In February 2025, the Director received reports from the Housing for the Aged Action Group that many of the one-bedroom units leased by Ingenia Gardens potentially do not meet minimum rental standards for the required two burner stove tops and the residential tenancy agreements included a clause prohibiting those renters from cooking in their units.
8. Between June and August 2025, authorised inspectors inspected six sites operated by Ingenia Gardens with 35 units observed by officers as not being equipped with two burner stovetops.
9. The Director is concerned that Ingenia Gardens' previous business practices and internal processes did not ensure compliance with sections 65A(1) of the RTA or section 23 of the ACL (Vic).
10. The Director is also concerned that the practices were systematic, large-scale and affected those who were vulnerable and financially disadvantaged, denying them of renters' rights.
11. To address the Director's concerns, Ingenia Gardens has offered this Undertaking to the Director pursuant to sections 198(1)(b) of the ACLFTA and 218 of the ACL (Vic).

Legislation

Section 65A(1) of the RTA – Relevant Provision

12. Under section 65A(1) of the RTA, a residential rental provider must ensure that the rented premises comply with prescribed rental minimum standards on or before the day on which the renter enters into occupation of the premises. The rental minimum standards are set out in Schedule 4 of *Residential Tenancies Regulations 2021* (Vic) (**RTR**). Specifically, under regulation 5 of Schedule 4:

- "(1) *In relation to kitchen facilities, the following amenities are to be provided in the rented premises—*
- (a) *a dedicated area which is intended to be used for cooking and food preparation;*
 - (b) *a sink in good working order that is connected to a reasonable supply of hot and cold water;*
 - (c) *a cooktop in good working order that has 2 or more burners.*
- (2) *Subclause (1) does not apply if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with this standard has been refused in accordance with Part 5 of the **Heritage Act 2017**.*
- (3) *Any oven at the rented premises must be in good working order."*

Section 23 of the ACL – Relevant Provision

13. Under section 23(2A) of the ACL (Vic), a person contravenes subsection 2A if:

- "(a) *the person makes a contract; and*
- (b) *the contract is a consumer contract or small business contract; and*
- (c) *the contract is a standard form contract; and*
- (d) *a term of the contract is unfair; and*
- (e) *the person proposed the unfair term."*

14. A person contravenes subsection 23(2C) of the ACL (Vic) if:

- "(a) *the person applies or relies on, or purports to apply or rely on, a term of a contract; and*
- (b) *the contract is a consumer contract or small business contract; and*
- (c) *the contract is a standard form contract; and*
- (d) *the term is unfair."*

15. A consumer contract is a contract for a supply of goods or services or a sale or grant of an interest in land, to an individual whose acquisition of the goods, services or interest is wholly or predominantly for personal, domestic or household use or consumption.

16. Pursuant to section 27(2) of the ACL (Vic), in determining whether a contract is a standard form contract, a court may take into account such matters as it thinks relevant, but must take into account the following:
- "(a) whether one of the parties has all or most of the bargaining power relating to the transaction;*
 - (ba) whether one of the parties has made another contract, in the same or substantially similar terms, prepared by that party, and, if so, how many such contracts that party has made;*
 - (b) whether the contract was prepared by one party before any discussion relating to the transaction occurred between the parties;*
 - (c) whether another party was, in effect, required either to accept or reject the terms of the contract (other than the terms referred to in section 26(1)) in the form in which they were presented;*
 - (d) whether another party was given an effective opportunity to negotiate the terms of the contract that were not the terms referred to in section 26(1);*
 - (e) whether the terms of the contract (other than the terms referred to in section 26(1)) take into account the specific characteristics of another party or the particular transaction;*
 - (f) any other matter prescribed by the regulations."*
17. Pursuant to section 27(1), if a party to a proceeding alleges that a contract is a standard form contract, it is presumed to be a standard form contract unless another party to the proceeding proves otherwise.

Undertakings

Acknowledgement of breach

18. Ingenia Gardens acknowledges that the conduct referred to at paragraph 7 above is a breach of section 65A(1) of the RTA and may be a breach of sections 23(2A) and 23(2C) of the ACL (Vic).

Public acknowledgement

19. Ingenia Gardens undertakes that within 14 days of the commencement of this Undertaking, it will cause to be published on the website <https://www.ingeniacommunities.com.au/> a link to a webpage which contains a copy of this Undertaking for the duration of this Undertaking.
20. Ingenia Gardens undertakes that its parent, Ingenia Communities Holdings Limited (ACN 154 444 925) will make an announcement to the ASX within 24 hours of the Commencement Date (as defined in paragraph 32) of this Undertaking which refers to the existence of this Undertaking and a copy of it being available on CAV's website.

Remedying non-compliance

21. Ingenia Gardens undertakes that it will ensure that by no later than 15 May 2026, all dwellings it operates will comply with regulation 5 of Schedule 4 to the RTR by ensuring that each dwelling is provided with a cooktop in good working order that has 2 burners.

22. Ingenia Gardens undertakes that any site agreements or residential tenancy agreements it enters into which are subject to the RTA do not prohibit tenants from cooking in their dwelling.
23. Ingenia Gardens undertakes in respect of any site agreements or residential tenancy agreements which it has entered into which are subject to the RTA prior to this Undertaking which prohibit a site resident or tenant from cooking in their dwelling (a **Cooking Prohibition**), that it will not enforce a Cooking Prohibition.

Compensation

24. Ingenia Gardens undertakes that it will use reasonable endeavours to contact each site resident or tenant who entered into a site agreement or residential tenancy agreement with Ingenia Gardens that was subject to the RTA in the period after 29 March 2021 and offer to pay each such person:
 - (a) a fixed sum of \$50 in recognition of the frustration and denial of their rights; plus
 - (b) a variable sum of \$15.89 per week that they were in occupation of a dwelling for which provision was not made for a cooktop in contravention of s 65A of the RTA, in recognition of their loss of amenity in respect of a cooktop,by way of compensation for Ingenia Gardens' non-compliance with the RTA and potential non-compliance with the ACL into a bank account to be nominated by that person (the **Compensation Offer**).
25. For the avoidance of doubt, each site resident or tenant who entered into a site agreement or residential tenancy agreement with Ingenia Gardens that was subject to the RTA in the period after 29 March 2021 is separately entitled to the full amount of the Compensation Offer, including where a site agreement or residential tenancy agreement was entered into by more than one person. Payment to one person does not discharge the obligation to make payment to any such other person who is also entitled to the full amount of the Compensation Offer.
26. Where any such site resident or tenant accepts the Compensation Offer, Ingenia Gardens undertakes that it will pay the full sum calculated in accordance with paragraph 24 above into a bank account nominated by that person within 30 days of that person providing their bank account details to Ingenia Gardens.
27. Without limiting paragraph 24, Ingenia Gardens undertakes to:
 - (a) make at least four attempts to contact each site resident or tenant over a period of 60 days to make the Compensation Offer, using each of post, email, SMS and phone, where Ingenia Gardens has records of such contact details; and
 - (b) where Ingenia Gardens has been unable to make contact with a site resident or tenant, make at least four attempts to contact that site resident or tenant's emergency contact over a period of 60 days to notify the emergency contact of the Compensation Offer and obtain relevant contact details for the site resident or tenant, using each of post, email, SMS and phone, where Ingenia Gardens has records of such contact details.
28. Without limiting paragraph 27, where Ingenia Gardens is unable to make contact with a site resident or tenant despite using reasonable endeavours, but the site resident or tenant subsequently makes contact with Ingenia Gardens during the term of this Undertaking, Ingenia

Gardens undertakes to pay the Compensation Offer to the site resident or tenant in accordance with paragraph 26.

Payment to the Victorian Consumer Law Fund

29. Ingenia Gardens undertakes it will, within 28 days of the Commencement Date, pay to the Director, on behalf of the Victorian Consumer Law Fund, a contribution of \$1,000,000.

Payment to the Housing for the Aged Action Group

30. Ingenia Gardens undertakes it will, within 60 days of the Commencement Date, pay the Housing for the Aged Action Group \$100,000.

Future compliance

31. Ingenia Gardens undertakes that it will implement the compliance steps set out in Appendix A.

Commencement

32. This Undertaking comes into effect when:
- (a) this Undertaking is executed by Ingenia Gardens; and
 - (b) the Director has accepted the Undertaking,
(the **Commencement Date**).

Duration

33. This Undertaking has effect for 2 years from the Commencement Date.

Public Nature of Undertaking

34. CAV will make this Undertaking publicly available, including by publishing it on CAV's public register of undertakings on its website and making it available for public inspection pursuant to section 200 of the ACLFTA.
35. This Undertaking in no way derogates from rights and remedies available to any other person arising from the alleged conduct.
36. This Undertaking in no way derogates from the obligation of INA and Ingenia Gardens, their officers, employees, and agents to fully comply with the provisions of the RTA and ACL (Vic) and associated regulations in the marketing and conduct of its business at all times.

Implementation Plan

37. Within 30 days of the Commencement Date Ingenia Gardens must prepare and provide to CAV for review and approval a detailed plan (**Draft Implementation Plan**) containing the following information:

Enforceable Undertaking – Director of Consumer Affairs Victoria & INA Garden Villages Pty Ltd



- (a) a breakdown of all cooktops already installed and timeline of when outstanding cooktops will be installed; and
 - (b) confirmation that all cooktops have been installed (when applicable);
 - (c) certification that all rental units comply with rental minimum standards (when applicable); and
 - (d) a pro forma letter to all current and former residents about the Compensation Offer;
 - (e) compensation timeframes; and
 - (f) resourcing assumptions; and
 - (g) confirmation of Ingenia's ongoing commitment to maintain minimum standards in its rental units and remedy any breaches that are identified.
38. Ingenia Gardens must incorporate any comments reasonably requested by CAV and prepare and provide CAV with an updated implementation plan for CAV's approval within 14 days of receiving the comments. If CAV has any further comments, this process must be repeated until CAV approves the plan (**Final Implementation Plan**).
39. Ingenia Gardens undertakes to comply with the Final Implementation Plan.
40. Ingenia Gardens undertakes to obtain prior written approval from CAV to make any change to the Final Implementation Plan and must provide reasons for the requested change including (if relevant) a plan for how Ingenia Gardens intends to make up any time or delay.

Reporting and auditing

41. Ingenia Gardens undertakes to provide to CAV a written report every six months from the Commencement Date (including a final report immediately prior to the expiry of this Undertaking) on the number of residents who:
- (a) occupied a unit without a cooktop from 29 March 2021;
 - (b) have been contacted and accepted the Compensation Offer; and
 - (c) have received the compensation payment.
42. CAV may at any time during the term of this Undertaking request an audit of compliance with the compensation commitments in this Undertaking, at the cost of Ingenia Gardens.

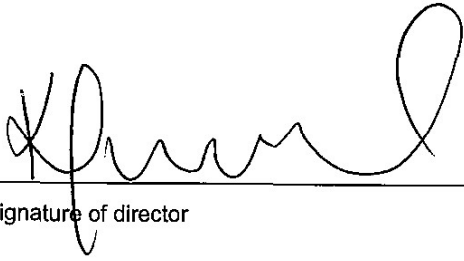
Execution

Executed as an undertaking

**EXECUTED by INA GARDEN
VILLAGES PTY LTD (ACN 129 703
911) pursuant to section 127(1) of the
Corporations Act 2001 by:**

Enforceable Undertaking – Director of Consumer Affairs Victoria & INA Garden Villages Pty Ltd





Signature of director

Kristine Minter-Plummer

Name

4/5/26

Date



Signature of director/secretary

Charisse Biddulph

Name

4 May 2026

Date

Accepted by: 
.....

Nicole Rich, Director of Consumer Affairs Victoria, pursuant to section 198 of the ACLFTA and section 218 of the ACL (Vic).

On: 17 May2026

APPENDIX A

1. Training and Awareness

- (a) Staff responsible for administering residency agreements for units in the Ingenia Gardens portfolio will attend training sessions on the legal requirements under section 65A(1) of the RTA and sections 23(2A) and (2C) of the ACL (Vic).
- (b) Compliance with this requirement will be reinforced during staff inductions and at annual training sessions.
- (c) Internal registers recording relevant staff attendance at these training sessions will be created and maintained.

2. Review of Compliance Processes

- (a) Ingenia Gardens' Risk and Compliance Officer review its compliance processes and procedures, particularly in relation to its Risk Management Framework (Internal Compliance Review).
- (b) The scope of the Internal Compliance Review will include:
 - (i) review of Ingenia Gardens' current processes and procedures to:
 - (A) identify and assess risks and legal obligations;
 - (B) identify, record and escalate issues and incidents; and
 - (C) provide regular reporting to management and the Board;
 - (ii) consult with relevant Ingenia Gardens staff to understand Ingenia Gardens' current processes and procedures and how they are operationalised;
 - (iii) identify gaps, key findings and recommendations to align with contemporary risk management practice; and
 - (iv) provide insights on whether Ingenia Gardens current framework would support the effective prevention, detection, and timely response to breaches of a similar nature to those the subject of this enforceable undertaking.
- (c) Following the Internal Compliance Review, Ingenia Gardens will engage a suitably qualified external consultant to report on the Internal Compliance Review and to make recommendations for any areas of improvement.

3. Internal Audit Process – compliance with the terms of this Undertaking

- (a) Ingenia Gardens' Risk and Compliance Officer will by no later 12 and 24 months after the Commencement Date) each such date, an **Audit Date**), conduct an internal audit of

- Ingenia Gardens' compliance with its obligations under this Undertaking (each an **Internal Audit**).
- (b) Within 20 business days of each Audit Date, Ingenia Gardens' Risk and Compliance Officer will prepare a written internal audit report (each an **Internal Audit Report**) setting out:
 - (i) the findings of the Internal Audit;
 - (ii) whether any instances of non-compliance with this Undertaking were identified; and
 - (iii) any remedial action proposed or taken to address identified instances of non-compliance, together with a proposed timeframe for completion.
 - (c) Each Internal Audit Report will be provided to the Board within 10 business days of being finalised, and Ingenia Gardens undertakes to promptly implement any reasonable remedial action identified in the Internal Audit Report.
 - (d) Ingenia Gardens will retain copies of all Internal Audit Reports, for the duration of this Undertaking and, upon request by the Director under paragraph 42 of this Undertaking or otherwise, will make copies of those reports and records available to the Director within 10 business days of receiving such a request.