

<b>COMPLAINT NUMBER</b>	21/528
<b>ADVERTISER</b>	Qestral Corporation Limited
<b>ADVERTISEMENT</b>	Burlington Lifestyle Village, Television
<b>DATE OF MEETING</b>	29 November 2021
<b>OUTCOME</b>	No Grounds to Proceed

**Advertisement:** The Qestral Corporation television advertisement promotes the Burlington Lifestyle Village. It shows an elderly man speaking to the camera, telling an anecdote about flying a microlight and commenting on why he enjoys living in the Burlington Lifestyle Village.

**The Chair ruled there were no grounds for the complaint to proceed.**

**Complaint:** The time viewed is approximate. I saw two advertisements from this advertiser while watching this programme On Demand. The first of these two advertisement screened is the one about which I'm complaining. It begins with a man telling an anecdote about a microlight. He goes on to describe the retirement village he now lives in, and he says, "...you're in your own house..."

My complaint is that this is a misleading statement., breaching Rule 2 (b) of the Advertising Standards Code, Truthful presentation. The retirement village provider does not offer sale agreements on their dwellings, they are only available via Occupation Rights Agreements. This is not the same as home ownership, and in fact occupants under these agreements have significantly fewer rights, and often higher costs, than if they were renting or if they owned their dwelling. In addition they will not benefit from any capital gain on the property, See for example the following articles from Stuff and Consumer:  
<https://www.stuff.co.nz/business/opinion-analysis/300332522/any-change-to-retirement-housing-laws-could-have-wider-implications>  
<https://www.consumer.org.nz/articles/retirement-villages>

My contention is that the statement "...you're in your own house..." is wilfully misleading, potentially disadvantageous to customers, and should not be permitted.

**The relevant provisions were Advertising Standards Code - Principle 2, Rule 2(b);**

**Principle 2: Truthful Presentation:** Advertisements must be truthful, balanced and not misleading.

**Rule 2 (b) Truthful Presentation:** Advertisements must not mislead or be likely to mislead, deceive or confuse consumers, abuse their trust or exploit their lack of knowledge. This includes by implication, inaccuracy, ambiguity, exaggeration, unrealistic claim, omission, false representation or otherwise. Obvious hyperbole identifiable as such is not considered to be misleading.

**The Chair** noted the Complainant was concerned the advertisement was misleading because it implied that the man owned his home at Burlington Lifestyle Village when the actual legal arrangement is via an Ownership Rights Agreement.

The Chair said the likely consumer takeout of the advertisement was its an invitation for those seeking a lifestyle change in their later years to look at Burlington Lifestyle Village. The reference to an individual's living situation as "You live in your own house, and you have your own space" was a reflection of how people in villages are likely to describe where they live, rather than a statement about the type of contract that allowed them to live there.

The Chair noted the process to enter into an agreement with a lifestyle or retirement village involved a number of steps including entering into an Ownership Rights Agreement, rather than a sale and purchase agreement, the more common contract for houses purchased outside a village environment. The Chair said consumers considering this type of lifestyle change were likely to research the options available and would be aware that they would not be purchasing the property.

The Chair said the advertisement did not meet the threshold to breach Principle 2 or Rule 2(b) of the Advertising Standards Code.

The Chair ruled there were no grounds for the complaint to proceed.

**Chair's Ruling:** Complaint **No Grounds to Proceed**

#### **APPEAL INFORMATION**

According to the procedures of the Advertising Standards Complaints Board, all decisions are able to be appealed by any party to the complaint. Information on our Appeal process is on our website [www.asa.co.nz](http://www.asa.co.nz). Appeals must be made in writing with notification of the intent to appeal lodged within 14 calendar days of receipt of the written decision. The substantive appeal application must be lodged with the ASA within 21 calendar days of receipt of the written decision.