

Exclusive Use versus On-Title Car Parks

專用使用車位與登記於產權之上的車位

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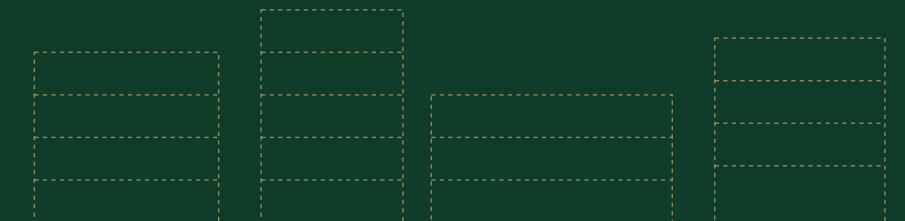
07

Owning, renting out and selling

持有、出租與出售

2 sections · pages 26–27 of the complete guide

2節 · 全書第26至27頁



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獨立章節版 · 可與全書其他章節合併閱讀

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This chapter is extracted from the complete guide and is bound with the note to the reader, the author profile, the glossary of terms used in the guide and the partner's closing test so that it can be read alone. Page and figure numbers follow the complete guide.

A note to the reader

致讀者

This guide explains how car parking is held in a Queensland community titles scheme, and what turns on the difference. It is written for two readers at once: the owner or buyer who wants to know what they are getting, and the developer or adviser who has to choose a structure before the plan is registered. Chapters 1 to 7 are written for the first reader; chapters 8 and 9 are written for the second. Both should read chapter 5.

The English text and the Traditional Chinese text are set paragraph against paragraph and are intended to say the same thing. Where a translation and the English text differ, the English text prevails.

The law stated is the law of Queensland as at 10 September 2026. Statutory references are to the Body Corporate and Community Management Act 1997 (Qld) unless another Act is named. This guide is general information. It is not legal advice on any particular scheme, lot or transaction, and no car parking question should be resolved without reading the scheme's own documents.

本指南說明昆士蘭社區產權計劃中車位的持有方式，以及不同持有方式所產生的法律後果。本指南同時面向兩類讀者：希望確認自己究竟取得何種權利的業主或買方，以及必須在測量圖登記之前選定架構的開發商或其顧問。第一章至第七章為前者而寫；第八章及第九章為後者而寫。第五章兩類讀者均應閱讀。

英文本與繁體中文本逐段對照排版，兩者用意相同。若譯文與英文本有出入，以英文本為準。

本指南所述法律為截至2026年9月10日的昆士蘭法律。除另有指明外，法條援引均指《1997年業主法人團體及社區管理法》（昆士蘭）。本指南僅為一般性資訊，並非針對任何特定計劃、單元或交易的法律意見；任何車位問題，均須先閱讀該計劃本身的文件，方可作出判斷。

About the author

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Kevin Pai practises in property and commercial law in Brisbane, in a practice built around community titles schemes, development structuring, loans and secured transactions. He advises developers, bodies corporate, owners and lenders, and acts on Queensland schemes from two-lot duplexes to staged mixed use towers.

He writes this series in English and Traditional Chinese because a significant part of the Queensland strata market reads both, and because the questions that cause the most expensive mistakes are usually the ones nobody thought worth asking.

白宗翰於布里斯本執業，專攻不動產法與商務法，業務核心涵蓋社區產權計劃、開發架構、貸款及擔保交易。其為開發商、業主法人團體、業主及貸款人提供法律意見，承辦案件遍及昆士蘭各類計劃，自兩單元雙拼住宅至分期開發的混合用途大樓。

其以英文及繁體中文撰寫本系列，蓋昆士蘭區分所有權市場中有相當比例的參與者兼讀兩種語言；且釀成最昂貴錯誤者，往往正是無人認為值得一問的問題。



07

Owning, renting out and selling

持有、出租與出售

7.1 Renting the space to someone else

將車位出租予他人

7.2 Selling

出售

7.1

Renting the space to someone else

An owner of a separate car park lot may lease it like any other lot, subject to the by-laws and to the planning conditions attaching to the building. An owner whose space is part of their lot is in the same position for the part of the lot that is the space.

An exclusive use holder is in a different position, because the right attaches to the lot. Letting another resident of the scheme use the space is usually unobjectionable and is often expressly contemplated. Letting it to someone with no connection to the building is a different matter: it may breach the by-laws, and it may breach the development approval, which will have been granted on the basis that the parking serves the building.

7.2

Selling

BEFORE THE CONTRACT GOES OUT 契約發出前

- If the space is a separate lot, name it in the contract and in the transfer. This is the single most common conveyancing failure in Queensland car parking.
- If the space is exclusive use, do not warrant more than the community management statement supports. It passes automatically; there is nothing to convey and nothing to promise beyond what Schedule E says.
- If the space is a licence, disclose that it is a licence, disclose its term, and do not describe it as "the car space" without qualification.
- If the space is none of these, say so. A seller who describes a space they cannot prove is buying a dispute that outlives the settlement.

將車位出租予他人

獨立車位單元的業主，得如同其他任何單元一般將其出租，惟仍受管理規約及該大樓開發條件的限制。車位屬其單元一部分的業主，就該部分而言，其地位相同。

專用使用權人的地位則有所不同，蓋該權利係附加於單元。供計劃內其他住戶使用，通常並無不當，且往往為規約所明文預設。供與該大樓毫無關聯之人使用，則屬另一回事：此可能違反管理規約，亦可能違反開發許可——該許可係以車位供該大樓使用為前提而核發。

出售

車位若為獨立單元，須於契約及移轉文件中逐一載明。此為昆士蘭車位交易中最常見的過戶疏失。

車位若屬專用使用，所為之擔保不得逾越社區管理聲明所支持的範圍。該權利自動移轉，除附表E所載者外，既無可移轉之物，亦無可承諾之事。

車位若係基於使用許可，須披露其為使用許可、披露其期間，且不得毫無保留地將其描述為「該車位」。

若上述皆非，則應據實說明。賣方描述其無法證明的車位，即等同於買下一場交割後仍將延續的糾紛。



10

Terms used in this guide

本指南所用名詞

10.1 Glossary
名詞對照

10.1

Glossary

名詞對照

ENGLISH AND TRADITIONAL CHINESE 英文與繁體中文對照

TERM 名詞	WHAT IT MEANS HERE 本指南中的意義
Body corporate 業主法人團體	The entity created on registration of the scheme, comprising all lot owners. 計劃登記時所成立之法人，由全體單元業主組成。
Common property 共用部分	Scheme land that is not part of any lot. Owned by the owners collectively. 不屬於任何單元之計劃土地，由全體業主共同所有。
Community management statement 社區管理聲明	The recorded document containing lot entitlements, by-laws and exclusive use allocations. 載有分攤權益、管理規約及專用使用配置之登錄文件。
Exclusive use by-law 專用使用管理規約	A by-law attaching to a lot a right of exclusive use over common property. 將共用部分之專用使用權附加於某一單元之管理規約。
Lot entitlement 分攤權益	The figures fixing a lot's share of levies (contribution) and of the scheme (interest). 確定某一單元管理費分攤（出資）及計劃權益（權益）比例之數值。
Resolution without dissent 無異議決議	A resolution on which no vote is cast against. 無任何反對票之決議。
Special resolution 特別決議	A resolution passed by the majority the regulation module prescribes, with no more than the permitted number of votes against. 依施行細則所定多數通過，且反對票不超過所允許數目之決議。
Building format plan 建築格式測量圖	A survey plan whose boundaries are the structural elements of a building. 以建築物結構構件為界線之測量圖。
Original owner 原始業主	The developer, in its capacity as the owner of the scheme land at registration. 開發商，以其於登記時計劃土地所有權人之身分而言。
Utility infrastructure 公用設施基礎設施	Cables, pipes, plant and similar equipment supplying a utility service to the scheme. 為計劃提供公用服務之電纜、管線、設備及類似設施。

Partner's closing test

合夥人最終測試

Six questions. If any of them cannot be answered from documents, the car park is not settled, whatever anybody has been told.

六個問題。其中任何一題若無法自文件中得到答案，則該車位之權屬即未確定，無論何人曾作何種說明。

1	Which of the four holdings is it, and which document says so?	屬於四種持有方式中的哪一種？何份文件如此記載？
2	If it is a separate lot, is that lot in the contract and in the transfer?	若為獨立單元，該單元是否已載於契約及移轉文件之中？
3	If it is exclusive use, do Schedule E and the exclusive use plan agree with each other?	若屬專用使用，附表E與專用使用圖二者是否一致？
4	Who maintains it, and does the by-law try to impose anything that cannot lawfully be imposed?	由何人維護？該管理規約是否試圖課予依法不得課予的義務？
5	What does the development approval require, and does the allocation respect it?	開發許可有何要求？該配置是否與之相符？
6	If the owner needed to move or swap this space, what exactly would it take?	業主若需移動或互換該車位，究竟須經何種程序？

This guide is general information about Queensland law as at 10 September 2026. It is not legal advice and cannot be relied on as advice about any particular scheme, lot or transaction. Schemes differ, and the answer for any given car space is found in that scheme's own survey plan, community management statement and by-laws.

本指南為截至2026年9月10日昆士蘭法律之一般性資訊，並非法律意見，亦不得作為就任何特定計劃、單元或交易之意見而予以信賴。各計劃情況互異；任何特定車位的答案，均應於該計劃自身的測量圖、社區管理聲明及管理規約中尋得。