

Queensland Management Rights Assignment Guide 昆士蘭管理權轉讓指南

VERSION 1 · 6 AUGUST 2026
ENGLISH & TRADITIONAL CHINESE

CHAPTER 6 第6章

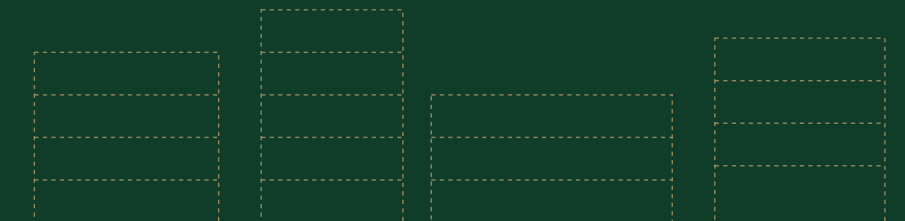
06

When an Assignment Fails

轉讓失敗時

3 sections · pages 35–37 of the complete guide

3節 · 全書第35至37頁



Kevin Pai

白宗翰

PARTNER · BUGDEN ALLEN GROUP LEGAL

STANDALONE CHAPTER EDITION

獨立章節版 · 可與全書其他章節合併閱讀

KEVINPAI.COM

This chapter is extracted from the complete guide and is bound with the author profile, the guide's reader note and editorial method, and the closing colophon so that it can be read alone. Page and figure numbers follow the complete guide.

ABOUT THE AUTHOR · 關於作者

Kevin Pai

白宗翰

PARTNER · BUGDEN ALLEN GROUP LEGAL



Kevin Pai is a Partner of Bugden Allen Group Legal. His work focuses on strata and community title development, complex and mixed-use titling, project restructuring, body corporate governance and management rights. He acts for developers, bodies corporate, resident managers, financiers, investors and overseas participants on transactions, governance and disputes.

白宗翰是Bugden Allen Group Legal合夥人。他專注於分層及社區產權發展、複雜及混合用途產權架構、項目重組、業主法人團體治理及管理權，並為發展商、業主法人團體、駐場管理人、融資機構、投資者及海外參與者處理交易、治理及爭議事宜。

Kevin is an honours law graduate of the University of Queensland and a member of the Australian College of Strata Lawyers, the Urban Development Institute of Australia (Queensland) and Strata Community Association (Queensland). He acts on both sides of the management rights relationship, which is the reason this guide is written from three perspectives rather than one.

白宗翰以榮譽成績畢業於昆士蘭大學法律系，並為澳洲分層產權律師學院、澳洲城市發展學會（昆士蘭）及昆士蘭分層社區協會成員。他同時代表管理權關係的雙方，這也是本指南以三個角度而非單一角度撰寫的原因。

PRACTICE

Strata & community title development
分層及社區產權發展

FIRM

Bugden Allen Group Legal
合夥人

MEMBERSHIPS

ACSL · UDIA (Qld) · SCA (Qld)
專業學會成員

Reader note

讀者須知

IMPORTANT 重要提示

This guide is general educational information, not legal, financial, tax or investment advice. Outcomes in a management rights transaction turn on the actual caretaking agreement, letting authorisation, community management statement, applicable regulation module and current law. Obtain independent Queensland legal advice before signing a contract, granting or withholding approval, waiving a condition, or settling.

本指南僅提供一般教育資訊，並非法律、財務、稅務或投資意見。管理權交易的法律結果，取決於實際的看管合約、出租代理授權、社區管理聲明、適用規管模組及現行法律。在簽署合約、給予或拒絕批准、豁免條件或完成交割前，應取得獨立的昆士蘭法律意見。

Terminology follows the statute. The Body Corporate and Community Management Act 1997 (Qld) speaks of a "service contractor" and a "letting agent"; the market speaks of a "caretaker", an "onsite manager" or a "resident manager". Where the legal consequence depends on the statutory category, this guide uses the statutory word. Traditional Chinese terms follow the standard Australian strata glossary; where a translation differs from the English text, the English text governs.

本指南術語以法例為準。《1997年業主人團體及社區管理法》（昆士蘭）使用「服務承辦商」及「出租代理」，市場則慣稱「看管人」、「駐場經理」或「駐場管理人」。凡法律後果取決於法定分類者，本指南一律採用法定用語。繁體中文詞彙依據澳洲分層產權標準詞彙表；如譯文與英文有異，概以英文為準。

Editorial method

編寫方法

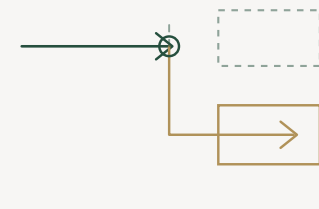
Each subject first identifies the legal structure, then explains how it operates in practice, then states the consequence for the party whose perspective is under discussion. Chapters 1 and 2 establish the framework common to all three parties. Chapters 3, 4 and 5 take the body corporate, the seller and the buyer in turn. Chapter 6 addresses what happens when an assignment fails.

Legislation current to 6 August 2026.

每個主題先確認法律架構，再說明其實際運作，最後指出對所討論一方的後果。第1章及第2章建立三方共通的法律框架；第3、4、5章分別處理業主法人團體、賣方及買方；第6章處理轉讓失敗時的情況。

法例資料截至2026年8月6日。

06



When an Assignment Fails

轉讓失敗時

6.1 Where assignments actually fail

轉讓實際失敗的原因

6.2 The dispute pathway

爭議處理途徑

6.3 Compelled transfer and termination

強制轉讓及終止

Most assignments complete. Those that do not tend to fail for a small number of recurring reasons, and the pathways available afterwards are narrower and slower than the parties expect.

大部分轉讓均可完成。未能完成者，失敗原因通常屬少數反覆出現的類型，而其後可用的途徑，遠比當事人預期為窄、為慢。

6.1

Where assignments actually fail

轉讓實際失敗的原因

FAILURE POINT 失敗環節	USUAL CAUSE 常見原因
Incomplete approval application 批准申請不完整	The thirty-day period never begins 三十日期限從未起算
Conditions imposed beyond power 所施加的條件超出權限	Committee treats approval as a renegotiation 委員會把批准視為重新談判
Verification shortfall 收入核實不足	Represented profit not supported on the contract basis 所申述利潤在合約基礎上無法支持
Finance declined 融資被拒	Unexpired term below the lender's threshold 餘下年期低於貸款機構要求
Licence not held at completion 完成時未持牌	Structure or licensee resolved too late 架構或持牌人過遲確定
Financier release not obtained 未取得融資機構解除擔保	Seller's security position addressed too late 賣方擔保狀況處理過遲

6.2

The dispute pathway

爭議處理途徑

A buyer or seller who considers that approval has been unreasonably withheld applies under the dispute resolution provisions in Chapter 6 of the Act. The process begins with conciliation and proceeds, if unresolved, to adjudication, with appeal to the Queensland Civil and Administrative Tribunal on a question of law. It is comparatively inexpensive and it is not quick.

The timetable is the practical difficulty. A contract with a fixed approval date will usually have terminated long before an adjudicator decides. That is why the drafting of the approval condition, and the extension mechanism within it, matters more than the theoretical availability of a remedy.

若買方或賣方認為批准被無理拒絕，可依該法第6章的爭議解決條文提出申請。程序先經調解，如未能解決則進入裁決階段，並可就法律問題向昆士蘭民事及行政審裁處提出上訴。此程序費用相對較低，但並不迅速。

真正的實務困難在於時間。訂有固定批准期限的合約，通常在裁決官作出決定前早已終止。正因如此，批准條件的草擬方式及其中的延期機制，比補救途徑在理論上是否存在更為重要。

6.3

Compelled transfer and termination

強制轉讓及終止

The Act contains a separate regime under which a body corporate may require the transfer of a letting agent's management rights following a code contravention notice, with provisions governing the letting agent's choice of transferee, notice to the financier, the body corporate's choice where the letting agent does not act, the terms of the service contract on transfer, and termination where no transfer occurs.

This regime is distinct from the voluntary assignment provisions in the modules, and it is not a shortcut. It is triggered by contravention, requires notice and an opportunity to remedy, and terminating an engagement after an unremedied remedial action notice requires an ordinary resolution at a general meeting rather than a committee decision.

該法另設一套制度：業主法人團體可在發出違反守則通知後，要求轉讓出租代理的管理權，並就出租代理選擇承讓人、通知融資機構、出租代理不作行動時業主法人團體的選擇權、轉讓時服務合約的條款，以及未能轉讓時的終止事宜，訂有相應條文。

此制度有別於模組中的自願轉讓條文，亦非捷徑。它須由違反行為觸發，須發出通知並給予補救機會；而在補救行動通知未獲遵從後終止聘任合約，須經業主大會普通決議，而非委員會決定。

PRACTICAL EFFECT 實務效果

The voluntary and compelled transfer regimes answer different questions. A body corporate dissatisfied with performance should be in the second, not obstructing the first.

自願轉讓與強制轉讓兩套制度回應的是不同問題。對服務水平不滿的業主法人團體，應循後者處理，而非阻撓前者。

PARTNER'S CLOSING TEST 合夥人最終測試**BEFORE YOU SIGN, APPROVE OR REFUSE** 簽署、批准或拒絕前

Which instrument governs, and which section of it? Who has power to make this decision — the committee or a general meeting? What information started the thirty-day clock, and on what date? Does the proposed condition secure the existing agreement or change it? Who is released, and in writing? What is the unexpired term on the day of settlement, and what will it be on the day of exit?

適用的是哪份法律文件、其中哪一條？誰有權作出此項決定——委員會還是業主大會？三十日期限由甚麼資料觸發、起算日為何？擬議條件是保障現有合約，還是改變了合約？誰獲解除責任、有否書面確認？交割當日的餘下年期為何？退場當日又將為何？

DOCUMENT CONTROL 文件控制**ITEM**

項目

DETAIL

內容

Title	Queensland Management Rights Assignment Guide
名稱	昆士蘭管理權轉讓指南

ITEM	DETAIL
項目	內容
Version	Version 1
版本	第1版
Date	6 August 20262026年8月6日
日期	
Author	Kevin Pai, PartnerKevin Pai，合夥人
作者	
Scope	Queensland; Standard and Accommodation Modules
範圍	昆士蘭；標準及住宿規管模組
Status	General educational information
狀態	一般教育資訊

Principal sources: Body Corporate and Community Management Act 1997 (Qld); Body Corporate and Community Management (Standard Module) Regulation 2020; Body Corporate and Community Management (Accommodation Module) Regulation 2020; Property Occupations Act 2014 (Qld); Atlantis West [2024] QBCCMCmr 340.

主要資料來源：《1997年業主法人團體及社區管理法》（昆士蘭）；《2020年業主法人團體及社區管理（標準規管模組）規例》；《2020年業主法人團體及社區管理（住宿規管模組）規例》；《2014年物業職業法》（昆士蘭）；Atlantis West [2024] QBCCMCmr 340。