

Queensland Management Rights Variation Guide

昆士蘭管理權變更指南

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ENGLISH & TRADITIONAL CHINESE

CHAPTER 1 第1章

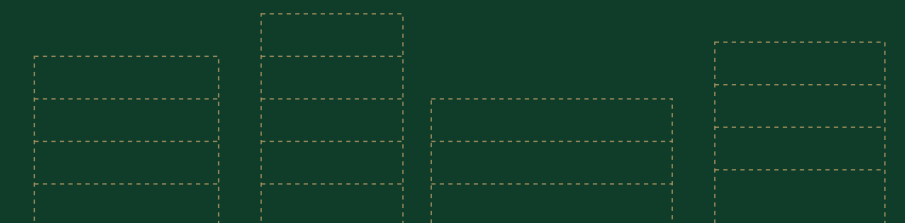
01

What a Variation Actually Is

變更的實質為何

3 sections · pages 5–8 of the complete guide

3節 · 全書第5至8頁



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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). This guide is a companion to the Queensland Management Rights Assignment Guide and uses the same three-perspective method.

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。本指南為《昆士蘭管理權轉讓指南》的姊妹篇，採用相同的三角度編寫方法。

PRACTICE

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

FIRM

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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. Whether a particular variation is available, and how it must be approved, depends on the actual engagement or authorisation, the community management statement, the applicable regulation module and current law. Obtain independent Queensland legal advice before submitting a motion, voting on one, or executing a deed of variation.

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。某項變更能否進行，以及須經何種程序批准，取決於實際的聘任合約或授權、社區管理聲明、適用規管模組及現行法律。在提交動議、就動議表決或簽立變更契據前，應取得獨立的昆士蘭法律意見。

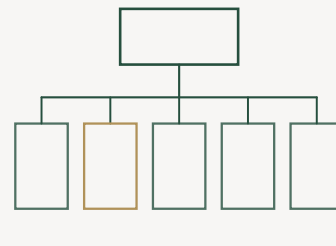
References to the Standard Module are to the Body Corporate and Community Management (Standard Module) Regulation 2020. The Accommodation Module contains materially identical provisions under different section numbers, and the corresponding section is noted where it matters. Where a translation and the English differ, the English text governs.

本指南所稱標準規管模組，指《2020年業主法人團體及社區管理（標準規管模組）規例》。住宿規管模組載有實質相同的條文，惟條號不同；凡具重要性者，均註明對應條文。如譯文與英文有異，概以英文為準。

Legislation current to 6 August 2026.

法例資料截至2026年8月6日。

01



What a Variation Actually Is

變更的實質為何

1.1 The five things called variation
被稱為變更的五類事項

1.2 Why variations are sought
尋求變更的原因

1.3 Form requirements survive the variation
變更後仍須符合形式要求

Five quite different things are described in scheme correspondence as varying the management rights. They are governed by different provisions, decided by different organs, and carry different consequences if they are done wrongly. Sorting them at the outset resolves most of the difficulty.

在社區產權項目的往來文件中，有五類性質截然不同的事情被統稱為「變更管理權」。它們受不同條文規管、由不同機關決定，處理失當時的後果亦各異。及早加以區分，即可解決大部分困難。

1.1

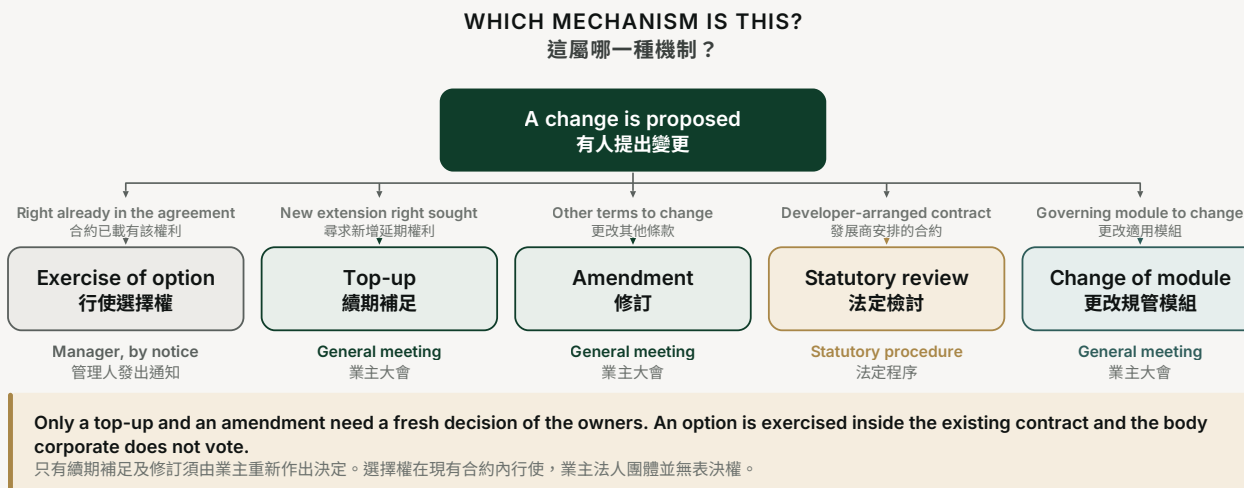
The five things called variation

被稱為變更的五類事項

MECHANISM 機制	WHAT IT DOES 作用	WHO DECIDES 決策機關
Exercise of an option 行使選擇權	Brings into effect a term already granted 使已授予的年期生效	The manager, by notice 由管理人發出通知
Top-up 續期補足	Adds a new right or option of extension 新增延期權利或選擇權	General meeting 業主大會
Amendment of other terms 其他條款的修訂	Changes duties, remuneration or conditions 更改職責、報酬或條件	General meeting 業主大會
Statutory review 法定檢討	Reviews a developer-arranged service contract 檢討由發展商安排的服務合約	Statutory procedure 法定程序
Change of regulation module 更改規管模組	Changes the governing module prospectively 在其後改變適用模組	General meeting 業主大會

The distinction that matters most is between the first and the second. An option is a right the body corporate has already granted; exercising it is a unilateral act by the manager within the existing contract, and the body corporate has no vote. A top-up creates something that does not yet exist, and it requires the owners to agree.

其中最關鍵的區別，在於首兩項之間。選擇權是業主人團體已授予的權利，管理人行使該權利屬現有合約範圍內的單方面行為，業主人團體並無表決權；續期補足則創設尚未存在的權利，須經業主同意。

FIG 1 Which mechanism is this? / 這屬哪一種機制？**PRACTICAL EFFECT** 實務效果

A manager who lets an option lapse cannot recover it by a top-up as of right. The lapse converts a contractual entitlement into a request the owners may refuse.

管理人若任由選擇權失效，不能以續期補足作為權利予以取回。該失效會把合約權利轉化為業主可予拒絕的請求。

1.2

Why variations are sought

尋求變更的原因

Most top-up motions are driven by finance rather than by operations. Lenders in this sector assess the unexpired term, and a business approaching the point at which it cannot be refinanced or sold is a business whose owner needs a resolution. Purchasers and their financiers apply the same pressure during a sale.

Variations of duties and remuneration have a different origin. They usually reflect drift: the building has changed, the plant inventory has grown, a pool or a gym has been added, or the schedule was drafted for a smaller scheme than the one that now exists. That drift is a legitimate subject for amendment, and it is the category in which body corporate and manager interests are most often aligned.

大部分續期補足動議的驅動因素是融資而非營運。此行業的貸款機構會評估餘下年期；業務若接近無法再融資或無法出售的臨界點，其擁有人便需要一項決議。買方及其融資機構在交易期間亦會施加同樣壓力。

職責及報酬的變更則另有成因，通常反映的是「偏離」：大廈已改變、機電設備增加、新增泳池或健身室，或職責清單原是為規模較小的社區產權項目而擬。此種偏離是修訂的正當事由，亦是業主人團體與管理人利益最常一致的類別。

1.3

Form requirements survive the variation

變更後仍須符合形式要求

Sections 137 and 138 of the Standard Module prescribe the form of an engagement and an authorisation. The instrument must be in writing and must state, among other things, the start and end of the term and any right or option of extension or renewal, the services to be supplied, and how remuneration is calculated. A variation that leaves the amended instrument unable to satisfy those requirements has created a problem larger than the one it solved.

In practice this means the variation should be documented as a deed of variation that restates the amended provisions clearly, executed by both parties, and placed on the body corporate record. A resolution passed but never documented is a recurring source of dispute when the business is next sold and a purchaser's solicitor asks to see the current terms.

標準規管模組第137及138條訂明聘任合約及授權的形式要求。有關文件須以書面訂立，並須載明（其中包括）年期的起訖、任何延期或續期的權利或選擇權、須提供的服務，以及報酬的計算方式。變更後如令經修訂的文件無法符合該等要求，所製造的問題將大於其所解決的問題。

實務上，變更應以變更契據記錄，清晰重述經修訂的條文，由雙方簽立，並存放於業主法人團體記錄。若決議已通過卻從未作成文件，在業務下次出售、買方律師要求查閱現行條款時，往往成為爭議來源。

ITEM 項目	DETAIL 內容
Companion volume 姊妹篇	Queensland Management Rights Assignment Guide 昆士蘭管理權轉讓指南
Scope 範圍	Queensland; Standard and Accommodation Modules 昆士蘭；標準及住宿規管模組
Status 狀態	General educational information 一般教育資訊

Principal sources: Body Corporate and Community Management Act 1997 (Qld), ss 112, 114–115, 130–135 and schs 2–3; Body Corporate and Community Management (Standard Module) Regulation 2020, ss 86, 135, 137–138, 140–141; Body Corporate and Community Management (Accommodation Module) Regulation 2020, ss 76, 125, 130–131; BCCM Form 20; 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）第112、114至115條、第130至135條及附表2至3；《2020年業主法人團體及社區管理（標準規管模組）規例》第86、135、137至138、140至141條；《2020年業主法人團體及社區管理（住宿規管模組）規例》第76、125、130至131條；BCCM第20號表格；Atlantis West [2024] QBCCMCmr 340。