

Queensland Management Rights Variation Guide

昆士蘭管理權變更指南

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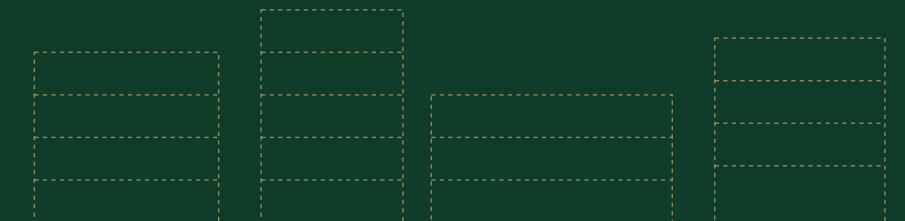
04

The Manager's Perspective

管理人的角度

3 sections · pages 20–22 of the complete guide

3節 · 全書第20至22頁



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STANDALONE CHAPTER EDITION

獨立章節版 · 可與全書其他章節合併閱讀

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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

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. 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。

04



The Manager's Perspective

管理人的角度

4.1 Timing is the whole strategy
時機就是全部策略

4.2 Campaigning within the code
在行為守則範圍內爭取支持

4.3 Building the case owners will accept
建立業主可接受的理由

For the manager a variation is rarely optional. Term drives value, value drives finance, and finance drives the ability to exit. The difficulty is that the person who needs the resolution has the least control over it and the most constrained means of campaigning for it.

對管理人而言，變更甚少屬可有可無。年期決定價值，價值決定融資，融資則決定能否退場。困難在於：最需要該項決議的人，對其控制最少，可用以爭取支持的手段亦最受限制。

4.1

Timing is the whole strategy

時機就是全部策略

A top-up sought when the term is comfortable is a proposal. A top-up sought when the business is un-saleable is a plea, and owners can sense the difference. The conventional discipline is to keep the unexpired term above the level at which financiers become uncomfortable, and to address it at a scheduled annual general meeting rather than at an extraordinary meeting called because a contract of sale is conditional on it.

The annual restriction reinforces this. Because a motion of this kind can be considered only once in a financial year, a failed motion costs a year. A manager who puts a motion without knowing how the vote will fall has spent that year on a test.

在年期仍然充裕時提出的續期補足，是一項建議；在業務已無法出售時提出的，則是懇求，而業主感受得到其中分別。慣常的做法是把餘下年期維持在融資機構開始感到不安的水平之上，並在既定的周年業主大會處理，而非因買賣合約以此為條件而召開特別會議。

每年一次的限制強化了此點。由於此類動議在同一財政年度內只可審議一次，動議一旦被否決，即損失一年。管理人若在未掌握票數走向前便提交動議，等於把該年用於一次試探。

PRACTICAL EFFECT 實務效果

The motion should be put when the numbers are known, not to find out what they are.

動議應在票數已然明朗時提交，而非用以探知票數。

4.2

Campaigning within the code

在行為守則範圍內爭取支持

The codes of conduct in Schedules 2 and 3 of the Act form part of the engagement and the authorisation. A body corporate manager or caretaking service contractor must act honestly, fairly and professionally, must not attempt to unfairly influence the outcome of a committee election, and must not unfairly influence or attempt to unfairly influence the outcome of a motion to be decided by the body corporate.

該法附表2及附表3的行為守則構成聘任合約及授權的一部分。業主法人團體管理人或看管服務承辦商須誠實、公平及專業行事，不得試圖以不當方式影響委員會選舉的結果，亦不得以不當方式影響或試圖影響業主法人團體須表決事項的結果。

That third limb is directed squarely at motions of this kind. Explaining the proposal, answering questions and providing information are proper. Approaching owners whose units the manager lets, in the manager's capacity as their letting agent, to secure their votes is the conduct the provision contemplates. The distinction is between informing a decision and leaning on it.

The practical risk is asymmetric. A manager who campaigns aggressively and wins may face an adjudication application challenging the resolution and a code complaint challenging the engagement. The second is the more serious, because it survives the first.

第三項規定正是針對此類動議。解釋建議內容、回答提問及提供資料均屬恰當；管理人以其出租代理身分，接觸由其代為出租單元的業主以爭取其表決，則正是該條文所針對的行為。分別在於為決定提供資訊，抑或對決定施加壓力。

實際風險並不對稱。管理人如以強勢方式爭取而獲勝，可能同時面對挑戰該決議的裁決申請，以及針對聘任合約的守則投訴。後者更為嚴重，因為即使前者了結，後者仍然存在。

4.3

Building the case owners will accept

建立業主可接受的理由

Owners approve extensions when they can see what the scheme gets. A proposal that offers nothing beyond a longer term for the manager invites the question owners reasonably ask: what is in this for us. A proposal that pairs the extension with an updated duties schedule, a defined service standard and continuity of an operator the building is satisfied with answers that question on its face.

業主在能夠看到該社區產權項目所得時，便會批准延期。若建議除了延長管理人的年期外別無所予，自然招致業主合理提出的問題：我們得到甚麼？若建議把延期與更新後的職責清單、明確的服務標準，以及大廈滿意的營運者得以延續一併提出，則該問題已不言自明。

- Bring the proposal early, with the current expiry date stated plainly.
- Offer the duties schedule update rather than waiting to be asked for it.
- Provide the explanatory note and the draft deed with the meeting material.
- Answer questions in writing so the record shows information, not pressure.
- Accept a shorter increment rather than lose the financial year.
- 及早提出建議，並清楚列明現行屆滿日期。
- 主動提出更新職責清單，而非待人要求。
- 連同會議資料提供解釋說明及契據草稿。
- 以書面回答提問，使記錄顯示的是資訊而非壓力。
- 寧可接受較短的新增年期，也不要損失整個財政年度。

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。