

Queensland Management Rights Variation Guide

昆士蘭管理權變更指南

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CHAPTER 5 第5章

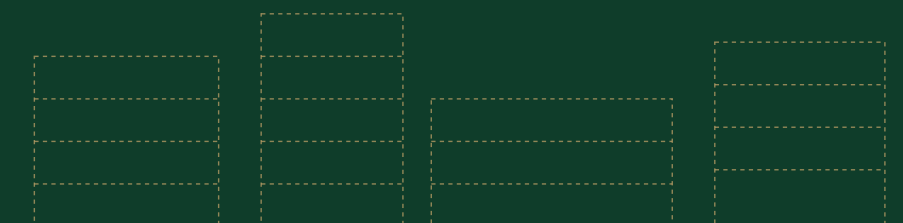
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The Lot Owners' Perspective

單元業主的角度

3 sections · pages 23–25 of the complete guide

3節 · 全書第23至25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。

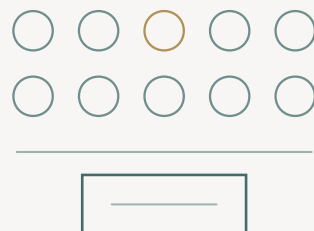
Legislation current to 6 August 2026.

法例資料截至2026年8月6日。

05

The Lot Owners' Perspective

單元業主的角度



5.1 What the motion is actually asking
動議的實質要求

5.2 Owners who use the letting service
使用出租服務的業主

5.3 Submitting and opposing motions
提交及反對動議

The owners are the decision-makers on a variation, and they are usually the least well-briefed participants in the room. An owner voting on a top-up is being asked to bind the scheme, and every future owner of their lot, for a period that may exceed the time they intend to hold the unit.

在變更事宜上，業主是決策者，卻通常是會上掌握資料最少的參與者。就續期補足表決的業主，實際上是被要求把該社區產權項目及其單元的每一名日後業主，約束於一段可能長於其本身持有期的年期之內。

5.1

What the motion is actually asking

動議的實質要求

The first task is arithmetic. Take the current expiry date, add the proposed increment, and state the resulting end date as a calendar year. That single figure conveys more than the motion text, and it is the figure the explanatory note is designed to surface. An owner who cannot state the end date should not vote yes.

首要工作是計算。取現行屆滿日期，加上擬議新增年期，並以公曆年份列出最終屆滿日。單憑這一個數字，所傳達的資訊多於動議正文，而這正是解釋說明旨在呈現的數字。若業主說不出屆滿日期，便不應投贊成票。

The second task is to identify what the scheme receives. If the answer is nothing beyond continuity, that may still be a good outcome where the manager performs well and the alternative is an unknown operator. It is a decision owners are entitled to make. It is not a decision they should make without noticing that they made it.

第二項工作是確認該社區產權項目可得到甚麼。若答案僅為服務延續而別無其他，在管理人表現良好、而替代方案是未知營運者的情況下，仍可能是理想結果。業主有權作出此項決定，但不應在未察覺自己作出了決定的情況下作出。

5.2

Owners who use the letting service

使用出租服務的業主

An investor whose unit is let through the manager has two capacities: owner and client. The interests are not identical. As a client the owner may value the relationship highly; as an owner the owner bears the caretaking cost and the consequences of a twenty-year commitment. Recognising the division is the point, not resolving it in advance.

透過管理人出租單元的投資者具雙重身分：業主及客戶。兩種身分的利益並不一致。作為客戶，該業主可能高度重視此關係；作為業主，則須承擔看管成本及二十年承諾的後果。重點在於認清這一區分，而非事先化解它。

This is precisely why the ballot on these motions is secret. An owner who feels unable to vote according to their view as an owner, because of the letting relationship, is experiencing the problem the secret ballot exists to remove. If the ballot is not being conducted secretly, that is a matter to raise before the vote.

這正是此類動議須以不記名方式表決的原因。業主如因出租關係而感到無法按其作為業主的看法投票，所面對的正是「不記名投票制度」旨在消除的問題。若投票並非以不記名方式進行，應在表決前提出。

5.3

Submitting and opposing motions

提交及反對動議

Owners are not confined to responding to what the committee puts forward. An owner can submit a motion for a general meeting, including a motion to amend the engagement in terms the owner considers appropriate. An owner who opposes a top-up in its proposed form can put a competing motion for a shorter increment or an increment conditional on an updated duties schedule.

The practical constraint is timing. Motions must be submitted within the periods the module prescribes for the meeting concerned, and an owner who waits for the notice of meeting before deciding to act has usually missed the window to put an alternative.

業主並不限於就委員會所提出的事項作出回應。業主可就業主大會提交動議，包括按其認為恰當的條款修訂聘任合約的動議。反對按擬議形式續期補足的業主，可提交競爭性動議，要求較短的新增年期，或以更新職責清單為條件的新增年期。

實際限制在於時間。動議須在模組就有關會議所訂明的期間內提交；業主如待收到會議通知後方決定採取行動，通常已錯過提出替代方案的時限。

PRACTICAL EFFECT 實務效果

Opposing a motion changes nothing about the agreement. Putting a better motion is how owners actually shape the outcome.

反對動議並不會改變合約內容；提出更佳的動議，才是業主實際影響結果的方式。

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。