

BODY CORPORATE FACT SHEET

# Renting in a Body Corporate

## Tenants, owners and the committee

Renting a unit or townhouse in a community titles scheme puts three parties in the same picture: the tenant, the owner and their agent, and the body corporate. Each has a different set of rights, and the most common problems come from assuming one party can do something that in fact belongs to another.

Two separate systems apply at the same time. The Residential Tenancies and Rooming Accommodation Act 2008 governs the relationship between tenant and lessor, and is administered by the Residential Tenancies Authority. The Body Corporate and Community Management Act 1997 governs the scheme, and is administered by the Office of the Commissioner for Body Corporate and Community Management. Neither replaces the other.

## 1. Tenants are bound by the by-laws

A tenant is an occupier for the purposes of the body corporate legislation. Tenants must comply with the by-laws, and if a tenant does not comply, the body corporate can enforce the by-law against them directly.

The by-laws form part of the tenancy agreement. Under Queensland tenancy laws the property manager or owner must provide a copy of the relevant by-laws to the tenant when they share the proposed tenancy agreement. Failing to do so is an offence.

### The by-laws bind twice over

*A by-law breach is enforceable by the body corporate as a by-law contravention, and by the lessor as a breach of the tenancy agreement. The two processes run separately and can run at the same time.*

## 2. Who can do what

|                    | What they can do                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The tenant         | Contact the body corporate directly. Ask the body corporate to maintain the common property. Access body corporate records on written request and payment of the fee, as a person with a proper interest. Give the body corporate a Form 1 notice requiring it to enforce a by-law. Attempt self-resolution and, where that fails, lodge a dispute application — but the respondent must be the body corporate itself, or another owner or occupier. An application cannot be lodged against the committee or against the body corporate manager. |
| The owner or agent | Give the tenant a copy of the by-laws with the proposed tenancy agreement. Supply body corporate contact details on request. Receive and act on copies of contravention notices served on the tenant. Submit motions to a general meeting, including on a tenant's behalf — though there is no obligation to do so. Vote, and stand for the committee.                                                                                                                                                                                            |
| The body corporate | Enforce the by-laws directly against the tenant by contravention notice. Maintain the common property. Decide applications for animals, parking and improvements. It cannot evict a tenant, and it cannot fine anyone itself.                                                                                                                                                                                                                                                                                                                     |

## What a tenant cannot do

- Submit a motion to a general meeting. Only owners can. An owner may put a motion on a tenant's behalf, but is not obliged to.
- Vote at a general meeting. Voting rights belong to the person recorded on the roll as the lot owner, their representative, or a corporate nominee.
- Stand for the committee. A lot owner may nominate themselves, another lot owner, their power of attorney, or a family member — a tenant as such is not in that class.

## 3. The double-approval trap

**A tenant who wants a pet, a parking allocation or a modification usually needs approval from both the landlord and the body corporate. Neither one alone is enough.**

Even if a landlord agrees to a request for an animal, the tenant must still ask the body corporate for permission if the by-law requires it. Landlord approval to keep a pet is not enough. The same applies to parking on the common property and to making minor modifications to a lot.

### Two clocks run at once

|                                  | The body corporate                                                                                                                                                                                                                                                                                                  | The lessor or agent                                                                                                                                   |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>The deadline</b>              | A committee that does not decide an animal request within 21 days of receiving it is taken to have approved the animal. Where the request must go to a general meeting, it is deemed approved if a meeting is not called within 21 days, or if no decision is made within 6 weeks after the meeting notice is sent. | The lessor must respond to a pet request in writing within 14 days, stating whether approval is given and any conditions, or the reasons for refusal. |
| <b>If the deadline is missed</b> | The animal is deemed approved — and there is no opportunity to attach conditions to a deemed approval.                                                                                                                                                                                                              | The request is taken to be approved. A non-compliant response has the same effect.                                                                    |

### On sequence

*The legislation does not set an order, and both approvals are needed. In practice it is usually better to have the body corporate answer first, because a lessor may refuse where approval would breach a by-law, and because a landlord consent that cannot lawfully be acted on is worth nothing. Where the committee has not responded within the lessor's window, the lessor may refuse, and the tenant can reapply once body corporate approval is obtained.*

### Animals specifically

A body corporate cannot make a by-law prohibiting animals, or restricting their number, type or size. It may refuse a request only where keeping the animal would pose an unacceptable risk to health and safety that cannot be managed by reasonable conditions; would contravene another law, such as a council law about breed or number; would unreasonably interfere with another occupier's use and enjoyment, or with native fauna, in a way conditions cannot manage; where the occupier will not agree to reasonable conditions; or where the animal is a regulated dog.

### A trap where the by-law is prohibitive

*If the scheme still has a by-law prohibiting animals, that by-law is invalid — but the committee cannot approve an animal it prohibits while it remains registered. The remedy is to have the by-law changed at a general meeting, or to apply for dispute resolution. Expecting the committee to simply ignore it will not work.*

Our separate fact sheet on animals sets out the process in full.

## 4. By-laws that cannot bind a tenant

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Some by-laws are invalid as against tenants because the legislation limits what a by-law can do. A by-law cannot stop or restrict a sale, lease, transfer, mortgage or other dealing with a lot; cannot discriminate between types of occupiers; and cannot restrict the type of residential use of a residential lot.

**A blanket “no rentals” by-law, or one that shuts tenants out of facilities that owners may use, does not stand up.**

A body corporate that wants to manage the effects of letting is on firmer ground regulating behaviour — guest numbers, hours of use for shared facilities, noise — than regulating the letting itself.

## 5. Maintenance and repairs

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A repair request goes to different places depending on where the problem is. Anything inside the lot is a tenancy matter, handled through the lessor or agent in the usual way. Anything on the common property is a body corporate matter, and a tenant can write to the body corporate and ask them to fix it.

Where the boundary is unclear — a leaking pipe in a wall cavity, guttering, an air-conditioning condenser on a common wall — the answer turns on the plan of subdivision and on the utility infrastructure rules. Our fact sheet on utility infrastructure covers this.

## 6. If something cannot be resolved

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A dispute between a tenant and their lessor or agent is a tenancy matter and goes to the Residential Tenancies Authority.

A dispute with the body corporate follows the body corporate pathway. Self-resolution comes first and is mandatory — if you cannot show you have tried to fix the problem before lodging an application, the application may be rejected. After that comes conciliation, and then adjudication if conciliation does not resolve it. An occupier can be an applicant, but the respondent must be the body corporate itself or another owner or occupier — not the committee, and not the body corporate manager.

For a by-law enforcement dispute, a contravention notice must generally have been given first.

## 7. Minimum housing standards

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Queensland’s minimum housing standards apply to rental properties in community titles schemes as they do elsewhere. Premises must be weatherproof and structurally sound, and free from vermin, damp and mould. The standards have applied to all tenancies since 1 September 2024.

Where meeting the standard depends on work to the common property — for example, a roof or an external wall in a building format plan — the obligation to carry out that work may sit with the body corporate rather than the owner. That does not remove the lessor’s obligation to the tenant, so the two need to be pursued in parallel.

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### Source and disclaimer

Source: Queensland Government body corporate guidance at [www.qld.gov.au/housing/body-corporate](http://www.qld.gov.au/housing/body-corporate), current at 2 September 2026.

Also drawn on: Residential Tenancies Authority guidance on body corporate rental properties ([www.rta.qld.gov.au](http://www.rta.qld.gov.au)), and the Residential Tenancies and Rooming Accommodation Act 2008 (Qld).

BCCM information line 1800 060 119 · [www.qld.gov.au/bodycorporate](http://www.qld.gov.au/bodycorporate)

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**Talk to us**

If this raises a question about your scheme, we are happy to help.

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