

BODY CORPORATE FACT SHEET

Storm Damage and Emergency Repairs

What to do, who pays, and how to spend in a hurry

Cyclones and other natural disasters like bushfires, floods and severe storms have a significant impact on Queensland, causing loss, damage and inconvenience to many people. For bodies corporate in Mackay, Moranbah and the Isaac Region this is a seasonal certainty rather than a contingency.

The decisions that matter most are made in the first days: what to photograph before you clean up, who is responsible for which part of the building, and how a committee authorises urgent work that costs more than it is allowed to spend. That last point is the one most committees get wrong.

1. First steps

The guidance sets out the immediate steps after damage:

- locating the relevant policy for your scheme and lot — you may wish to contact the body corporate, on-site manager or body corporate manager
- checking the policy for the extent of its coverage
- contacting your insurer or broker to discuss any damage and the process for lodging a claim
- documenting damage — for example, by taking photos or video
- cleaning up after the storm, where safe to do so, to minimise the extent of the damage.

Photograph and video everything before the clean-up starts. The two qualifiers built into the guidance are “where safe to do so” and “to minimise the extent of the damage” — a clean-up that destroys the evidence of the loss serves neither.

Bodies corporate also have fire safety and maintenance obligations as occupiers under the Fire Services Act 1990. Fire systems damaged in a severe weather event need attention in their own right.

2. Who repairs what

Where insurance does not respond, responsibility follows the plan of subdivision. Boundaries are defined either by survey pegs, or by the walls, floors and ceiling of the building.

	Standard format plan	Building format plan
Boundaries	Defined by survey pegs or marks on the ground.	Defined by the walls, floor and ceiling of the lot.
The building envelope	The lot owner is responsible for the parts of the building within their boundaries — including exterior walls, doors, windows and roof, and the building foundations.	The body corporate is responsible for the exterior of the building, the foundations and roof, essential structural elements including load-bearing walls, roofing membranes not on common property that protect lots or common property, railings and balustrades on or near the lot boundary including private balcony balustrades, and any doors and windows and their fittings in a boundary wall between a lot and the common property — including garage doors.
If the building is	Owners are normally individually responsible	The body corporate is likely responsible for

	Standard format plan	Building format plan
structurally unsound	for the part of the building within their lot boundary. Any common walls are the responsibility of both adjoining owners.	maintaining the foundations and roof, and for ensuring load-bearing walls are structurally sound.
Common property	Roads, gardens and lawns on common property, and facilities such as pools and barbecues.	As for standard format, plus the great majority of the building itself.

Under a standard format plan the owner owns the roof problem. Under a building format plan the body corporate does. In a cyclone that single distinction decides most of the argument.

Older schemes under the BUGT Act

For building units plans under the Building Units and Group Titles Act 1980, the body corporate's list is shorter — it covers the outside of the building, common property areas and facilities, boundary doors and windows, and shared services. It does not carry the roof, foundations, essential structural elements and roofing membrane items that a BCCM Act building format scheme does. That is a materially different post-cyclone outcome for older walk-ups.

3. Insurance — what is covered

In most cases the body corporate must have building insurance and public risk insurance for the common property and assets. The cover must include damage to the building and other costs to reinstate or replace the insured buildings, such as professional fees and the cost of removing debris.

Damage, for these purposes, includes earthquake, explosion, fire, lightning, storm and water damage, glass breakage, and damage from impact, malicious act and riot.

Flood is not in that list

Flood is not part of the compulsory definition of damage. The guidance states that the body corporate can take out extra building insurance for things like floods.

In a flood-prone area a body corporate should investigate whether additional flood cover is available and appropriate. That is our recommendation, and it is a decision for the body corporate on advice from its insurer or broker — not something the compulsory cover does for you.

For any building the body corporate must insure, an independent valuation for full replacement cost must be done at least every 5 years. Each owner pays a part of that cost, in proportion to their share of the building insurance premium.

Public risk insurance must also be held for the common property and for body corporate assets where it is practical, and the policy must be for at least \$10 million for a single event and at least \$10 million for the period of the policy.

4. The excess

An excess is an amount paid, by the body corporate or an owner, towards a claim made on the policy. Who bears it depends on how many lots the event affected.

The event affects	Who should pay the excess
Only 1 lot	The owner should pay the excess, unless the body corporate decides that it is unreasonable for them to do so.
2 or more lots	The body corporate should pay the excess, unless the body corporate decides it

The event affects	Who should pay the excess
	is reasonable for the excess, or a portion of it, to be paid by one or more of the affected lots.
1 or more lots and the common property	The body corporate should pay the excess, unless the body corporate decides it is reasonable for the excess, or a portion of it, to be paid by one or more of the affected lots.

A cyclone almost always lands in one of the last two rows — a damaged roof plus damaged units — so the default falls to the body corporate, subject to the body corporate deciding otherwise.

5. Spending in a hurry

This is where committees most often go wrong. The committee's spending limit does not lift because there is an emergency.

The committee can only spend over its relevant limit if:

- the spending is authorised by an ordinary resolution of the body corporate
- the owners of all lots in the scheme have given written consent
- an adjudicator has authorised the spending to meet an emergency
- the spending is needed to comply with a statutory order or notice, an adjudicator's order, or a court judgment or order
- the spending is necessary to get an insurance policy or to renew one, and it is not a restricted issue for the committee to authorise spending on an insurance policy.

There is no self-help emergency power

Urgency alone does not lift the limit. A committee cannot exceed its spending limit on its own authority simply because the circumstances are urgent — the only emergency route is an adjudicator's authorisation. Note the insurance ground above, though: a committee facing a post-event premium increase or a policy that must be replaced mid-term is not caught by the limit.

Applying for emergency authorisation

If the cost of employing tradespeople to do urgent work is more than the committee spending limit, and there is not enough time to call a general meeting to authorise the spending, the committee can apply to the BCCM office for adjudication.

- The office prefers a copy of a resolution confirming that the majority of committee members support the action to be included with the application.
- Ideally at least 2 written quotes will also be attached, although in some instances this may not be practical.
- The office deals with these applications on an urgent basis.
- Practice Direction 6 governs emergency applications and should be read before applying.

Under the Commercial Module the committee has no spending limit, so an emergency application is not needed. Schemes under the Specified Two-lot Schemes Module have no committee and no spending limits.

Quotes for major spending

Where spending is above the major spending limit — by default the lesser of \$1,100 × the number of lots, or \$10,000 — at least 2 quotes must be obtained and included with the notice of meeting. One quote may be enough in exceptional circumstances where it is not possible to get 2. After a severe weather event, that exception is the one that matters.

6. How long repairs can take

The body corporate must act reasonably and perform its maintenance duties. It may fail to meet its obligations if it does not fix maintenance problems within a reasonable time of becoming aware of them. Individual owners also have a responsibility to fix their own units as soon as possible, and should consider whether a delay will cause someone else loss or damage.

Contractor scarcity is recognised

In the aftermath of a severe weather event, contacting and arranging for visits by tradespeople is likely to be a challenge. This will also have an impact on the amount of time it will take to repair damage. Note that the clock runs from becoming aware of the problem, not from the date of the storm.

If owners vote against the body corporate performing work you believe is necessary, that can be a reason to apply for dispute resolution seeking an order that the work be done. If an owner is not repairing their own lot and you are suffering loss as a result, start with a written request, and keep a record of the attempt — a dispute application requires a detailed description of what you have tried.

7. Three things the guidance does not cover

These are genuine silences in the body corporate material, not oversights in this sheet. Each needs its own advice.

- Temporary or alternative accommodation while a lot is uninhabitable. The body corporate guidance does not address it. Cover, if any, comes from the policy.
- Loss of rent. Not addressed.
- Whether an owner can carry out urgent repairs to common property themselves and be reimbursed. The guidance does not provide for it. The remedies it offers an owner are a written request to the committee and, failing that, dispute resolution. An owner who simply arranges the work and sends the invoice has no assurance of recovery.

Our advice on the first two

Owners who let their lot should check what their landlord insurance covers for loss of rent and for tenant relocation. All owners should hold their own contents insurance — the body corporate policy insures the building, not what is inside your lot.

Source and disclaimer

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

Also referred to: BCCM Practice Direction 6 (Emergency applications), available from the BCCM office.

Spending limit figures are set by regulation and are not indexed. Confirm before relying on them.

BCCM information line 1800 060 119 · 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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