
BODY CORPORATE FACT SHEET

Utility Infrastructure

Who maintains the pipes, cables and wiring

A burst pipe in a wall cavity, a blocked drain, a failed hot water system, an air-conditioning condenser that has stopped working. The question is always the same: whose problem is it?

For utility infrastructure the answer comes from a three-part test in the Act, not from where the fault happens to be. This sheet sets out the test and works through the common cases. For maintenance under building format and standard format plans, see the Queensland Government's body corporate guidance.

1. What counts as utility infrastructure

Utility infrastructure is usually the pipes, cables, wires, ducts, sewers, drains, plant and equipment supplying a utility service to the lots or the common property in a community titles scheme. It also expressly includes a device for measuring reticulation or supply.

Utility services include water, gas or electricity supplies; air conditioning; telephone, data or television services; drainage; waste disposal; and a sewer system. The definition also picks up another system or service designed to improve the amenity, or enhance the enjoyment, of lots or common property — which is how newer services are captured as they arrive.

2. The test

All utility infrastructure in a body corporate is part of common property except for utility infrastructure that meets all three of the following.

1. It supplies a utility service to only 1 lot; and
2. it is within the boundaries of the lot; and
3. it is not within a boundary structure for the lot.

The body corporate is responsible for utility infrastructure that is part of common property. Where it is not common property, the lot owner is generally responsible for maintaining it.

This is an exception test, not a balancing exercise

The default is common property. Failing any one of the three limbs throws responsibility back to the body corporate.

A boundary structure for a lot means a floor, wall or ceiling — other than a false ceiling — that contains the boundary between one lot and another lot or common property.

The wall is often what decides it

In a building format plan, a cold water pipe serving one lot only is the body corporate's responsibility if it runs within a boundary structure, and the lot owner's if it runs within an internal wall. Same pipe, same lot, same single-lot service — the wall it sits in decides the answer.

3. Worked examples

Building format plan

Infrastructure	Responsibility
Pipes or cables located within a boundary structure	Body corporate
Pipes or cables serving one lot only, within an internal wall that is not a boundary structure	Lot owner
Anything servicing more than one lot	Body corporate
Anything on common property	Body corporate — subject to the single-lot equipment exception below

Standard format plan and group titles plan

Infrastructure	Responsibility
Water pipes or cables supplying more than one lot	Body corporate
Guttering and downpipes spanning two lots	Body corporate
Water pipes or cables within the lot boundary serving one lot only	Lot owner
Guttering and downpipes above one lot only	That lot owner

Guttering is the cleanest illustration. Shared guttering spanning two lots is the body corporate's. Guttering above a single lot is that owner's.

4. Equipment the owner maintains even on common property

There is an important group of items where the physical location does not rescue the owner. A lot owner is responsible for utility infrastructure — including associated pipes and wiring — that is on common property, where it supplies solely to that lot. The examples given in the guidance are a hot water system, an air-conditioning system, solar panels and television antennae.

The same principle catches anything an occupier installed for their own benefit. Any fixtures or fittings, including on common property, that were installed by the occupier of a lot for their benefit are the owner's to maintain. A shower tray used by a lot is the owner's responsibility even if it is not within the boundaries of the lot.

One rule, three places

An approved owner improvement on common property, an exclusive use area, and single-lot equipment sitting on common property all land in the same place: the owner maintains it, wherever it physically sits.

The exclusive use limb has a qualifier — the owner maintains the area unless the exclusive use by-law says otherwise. And an exclusive use by-law cannot make an owner responsible for utility infrastructure that is common property or a body corporate asset.

5. Two ownership exceptions

- A meter installed to measure water supplied to a scheme may remain the property of the water provider and not form part of common property. This applies to meters installed in schemes established after 1 January 2008.
- Utility infrastructure installed under an agreement with the original owner — the developer — or with the body corporate, such as cable television equipment, may remain the property of the service provider.

6. Metering and billing

Where lots are individually metered, owners can be charged based on their actual usage. The body corporate may take on liability for the total cost and then levy owners, or owners may be charged directly by the provider.

Where there is no realistic way of measuring usage by individual lots, the body corporate will levy owners based on the contribution schedule lot entitlements, or share the cost equally between lots. Separately, every owner contributes to the common property portion of a utility service on the contribution schedule.

7. Getting access to do the work

Statutory easements exist over scheme land for building structure such as common walls; utility services and utility infrastructure; shelter, such as a common property roof; projections such as guttering, awnings or window sills; and for a building next to a boundary where it cannot be maintained without entering the adjacent lot or common property.

Plan type	Statutory easements
Building format plan	Apply.
Volumetric format plan	Apply.
Standard format plan	Apply where the plan was registered on or after 13 July 1997.
A standard format lot in a scheme to be developed progressively	Apply where there are no buildings on the lot.

A trap in older group titles schemes

The 13 July 1997 date applies only to standard format plans. A standard format plan registered before that date does not carry statutory easements.

An owner or body corporate must give reasonable written notice before entering a lot or common property to carry out work under a statutory easement. The legislation does not specify how many days — what is reasonable depends on the situation — and does not specify what the notice must contain. In an emergency, notice is not required.

Do not confuse this with entry under section 163 of the Act, which requires 7 days' written notice. They are different powers with different rules.

8. The general duty

A body corporate must maintain the common property in a good and structurally sound condition. An owner must maintain their lot in good condition. An owner may be liable if they do not maintain their lot and this causes damage to another lot or the common property, and a body corporate may be liable if failure to maintain common property causes damage to a lot.

Before applying any of the above, establish two things: the type of plan of subdivision your scheme is registered under, and the regulation module that applies. Both are found through the survey plan and the community management statement, available from Titles Queensland.

Source and disclaimer

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

Legislation referred to: Body Corporate and Community Management Act 1997 (Qld) s 20 (utility infrastructure as common property), s 163 (power to enter a lot) and ss 67–70 (statutory easements); Land Title Act 1994 (Qld) part 6A division 5.

BCCM information line 1800 060 119 · www.qld.gov.au/bodycorporate

This fact sheet reproduces publicly available guidance for the information of our clients. It is general information only and is not legal advice. Century 21 Coast to Coalfields is not the author of the source material and does not warrant that it is complete or current for your scheme. Obtain your own advice before acting.

Talk to us

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

Estate Plaza Body Corporate Management (part of Century 21 Coast to Coalfields)

Upstairs, Shop 5, 68 Sydney Street, Mackay QLD 4740 | 07 4837 1788

bc.nq@century21.com.au | estateplaza.com.au