



## ManagementONE

The quarterly newsletter from The Management Rights Lawyers

### Dealing with conflict by Will Kenny

Conflict is a part of everyday life. Most caretakers deal with their fair share of conflict on a regular basis. While it might not sound ideal, it is the reality of the job. A lot of caretakers will have heard the expression before, but when it comes to managing conflict – relationships mean everything. This can 'make or break it' for you as a caretaker and it can be the difference between having a great working environment or it being a living nightmare. Fortunately (or perhaps unfortunately) this article is not so much focused on dealing with conflict from a legal perspective. Quite often the best solution is a practical one!

**Assess the situation** – As humans, it's natural for us to become defensive in conflict situations. Before you do that, take a step back and assess the situation. Ask yourself a few questions. Is the criticism warranted? Does it demonstrate a failure on your part? Is it clear who is at fault? We often see that conflict is commonly caused by a misunderstanding of the obligations and responsibilities of each party under an agreement.

Most of the time it is evident who is responsible and what needs to be done to resolve the issue, however at other times it is not so clear. In those circumstances, it is best to refer the issue to someone independent of the conflict. We find that where conflict has led to a breakdown in relationship between the parties, having someone independent assist as a mediator is a great solution to avoid ongoing issues.

**Responding to the conflict** – It's important to keep in mind that the issue is rarely ever

personal. Take for example an email you have received about not performing a duty that comes across as a personal attack. More often than not that person's frustration or concerns are usually directed at the issue itself. When that happens, it's best not to respond in haste and let your emotions get in the way of the issue.

Remember to act professionally towards the other person and not to give in to any name calling, finger pointing, 'tit for tat' blame, and the like. This type of behaviour will almost certainly inflame the situation and make matters worse for you. At the very least, it detracts from the issue at hand rather than taking a proactive approach to resolve it.

**Dealing with the issue** – You should always look for practical ways to deal with conflict. This might include calling the person or meeting with them face to face to discuss the issue. You would be surprised at how quickly conflict can be resolved if the parties take the time to talk about their concerns rather than being caught in back and forth emails. Where email exchanges are involved, we typically find that our clients will mistake criticism for defamation. By definition, defamation is a statement made against a person which is untrue and designed to harm that person's reputation. This can be a grey area.

For example, if a someone wrongly accuses you of not performing a duty or has a misunderstanding of your obligations without any intention to cause harm, that in itself is unlikely to be considered defamatory. This is where it is important

to assess the nature of the comments before making any accusations toward that person. Even if there is some suggestion of defamation, think about whether it is worthwhile to spend money on your solicitor and if it is likely to be a helpful solution in resolving the issue.

**Reflect** – Once you have dealt with the issue, or you have made a plan to resolve it, take some time to reflect on the conflict. What worked well and what didn't? Think about anything that could have been done to avoid the conflict or how it could have been resolved in the least confrontational way. It is critical not to end the conflict with bad blood in the air.

That will almost certainly result in ongoing issues and in some cases an irretrievable breakdown of the relationship. If an apology is warranted – make sure you do that, or otherwise be proactive and communicate how the issue at hand can be avoided moving forward. This is not only important for interpersonal relationships, but also as an overall risk management strategy.

It would be naive of us to assume that vindictive committees do not exist. Yes, unfortunately there are some committees who will go out of their way to make the caretaker's life difficult. If you are experiencing that, it should not give you an excuse to be rude or hostile towards your committee. Remember it's better to be assertive than aggressive. Above all, caretakers need to rely on positive relationships with their body corporate in order for the business to thrive.

# New seller disclosure scheme commencing 1 August 2025 by Julie Hidalgo

In 2023, the Queensland Government passed new legislation, *the Property Law Act 2023 (the Act)* and *Property Law Regulation 2023 (the Regulations)*

A key change is the implementation of the seller statutory disclosure scheme which applies to the sale of freehold land in Queensland.

This change commences on 1 August 2025.

## What does this mean?

Before a contract for the sale of a lot is signed by a buyer, a seller must give the buyer:

1. a seller disclosure statement for the lot; and
2. each document or certificate prescribed by regulation.

The current drafting of the seller disclosure statement can be found on the Queensland Government publications portal [here](#).

## What information does the seller disclosure statement require?

The seller disclosure statement will disclose to a buyer the important legal and other information about the property being offered for sale. Apart from very basic details, some examples of the information to be disclosed by the seller include:

- title search and plan image;
- if the property is included in a community titles scheme, a copy of the community management statement; and
- if the property is included in a community titles scheme, a Form 33 body corporate certificate (which replaces the old BCCM Act s206 disclosure statement);
- any residential tenancy or rooming accommodation agreements;

- land use including zoning and transport proposals for transport infrastructure or notice/s of intention to resume;
- whether the property is recorded on either the Contaminated or Environmental Management Register
- whether the property is affected by an application or order under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (Qld)*
- local government zoning details, Queensland or Commonwealth heritage details;
- any relevant notices in respect of the buildings and structures (such as show cause notices or enforcement notices) including whether there are any pools; and
- rates and water information.

A copy of that BCCM Form 33 referred to above can be downloaded from the Queensland Government publications portal [here](#).

In addition to the information which would ordinarily be provided, the BCCM Form 33 requires the additional disclosure of, or provision of the following:

- amounts payable or owed to the body corporate;
- the body corporate's sinking fund balance;
- information as to engagement of a caretaking service contractor or authorisation for a person to conduct a letting agent business;
- the application of a building management statement;
- any arrangement to supply electricity in the scheme through an embedded electricity network; and

- most recent statement of accounts.
- most recent statement of accounts for the lot prepared by the body corporate;
- explanation of any other amounts payable by the proposed buyer;
- details of any improvements to the common property that the seller is responsible for maintaining;
- body corporate's register of assets; and
- body corporate's insurance policy.

The BCCM Form 33 will need to be signed and given by a person with the authority to do so on behalf of the body corporate.

## What does this mean for you?

So what does this mean for you:

- when selling a lot in a complex you manage; or
- when selling a management rights business with a manager's unit.

As a result of the changes, we anticipate that lawyers will need to be involved in the sale process much earlier than we would usually be, possibly as soon as you are, or when the agent selling your business is, engaged. The sooner, the better!

The lawyers will need time to not only prepare the contract documents but also the seller disclosure statement along with obtaining the necessary certificates, searches, documents and the BCCM Form 33 from the Body Corporate.

Please reach out to us to discuss how we can better assist you ahead of any sale process.



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## For latest CPI figures go to

[Click here for Brisbane All Groups CPI figures](#)

You will need to click on "All groups CPI, index numbers(a)" to see the detail. For example, if your remuneration started at \$100,000 on 1 September 2016, the correct calculation for the 1 September 2024 remuneration based on Brisbane All Groups CPI would be  $\$100,000 \times 138.4$  (i.e. the last index figure before the review date – the June 2024 quarter) / 109 (i.e. the last index figure before the commencement date – the June 2016 quarter) = \$126,972.48. Mahoneys has assisted many managers in having their remuneration increased to market level.



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