

Frequently asked questions - Keys, fobs, swipe cards, security access and issues

The Information and Community Education Unit gets many queries about keys, fobs, swipe cards and security access to body corporate buildings or scheme land.

The legislation does not deal specifically with keys, fobs or swipe cards. It is important to note there is no explicit entitlement or 'right' under the *Body Corporate and Community Management Act 1997* (the Act) or any of the Regulation Modules, for access to these items.

The information provided in response to the questions is based on various adjudicators' orders that have dealt with issues about keys, fobs, swipe cards and security access. Adjudicators' orders provide a guide only and are not precedents. Each dispute relates to the individual circumstances for that scheme and the exact issue being disputed.

Only body corporate legislation is considered. There may be requirements under other legislation, such as tenancy legislation that also need to be considered. You may wish to make enquiries with relevant agencies in that regard.

Can an owner change the lock and therefore the key on their door?

If the door is in a boundary wall between the lot and common property in schemes registered under a building format plan of subdivision, the maintenance of a lock would usually be the body corporate's responsibility. An owner would usually need body corporate approval to change the lock, as it would be an owner's improvement to common property benefiting their own lot. Owners should also check if there are any recorded by-laws regarding locking devices. The owner would be responsible for future maintenance of their improvement unless excused by the body corporate. The body corporate can set reasonable conditions when authorising an improvement. For example, the body corporate could impose a condition that the new lock complies with fire safety regulations.

Adjudicators have also concluded that owners cannot be prevented from installing a lock on the door to their lot that is not master-keyed. See for example: [Hedges 252 \[2014\] QBCCMCmr 210 \(11 June 2014\)](#) and [Burleigh Beach Tower \[2009\] QBCCMCmr 163 \(24 April 2009\)](#).

My unit is not managed by the onsite caretaker. Are there different rules in regards to keys that apply to the occupiers whose units are managed by the onsite caretaker?

Some schemes may have policies that treat occupiers in the caretaking service contractor's letting pool differently from occupiers not in the letting pool keys.

For example, where a scheme required re-coding of keys on a regular basis for security reasons and had different arrangements for some occupiers, an adjudicator found that scheme could not have a security card policy that treated externally-managed lots differently from letting pool lots.

You can read more about this in the following order:
[Turtle Beach II \[2010\] QBCCMCmr 440 \(24 September 2010\)](#).

My body corporate has a by-law that allows the caretaker to make decisions about deactivating keys which allow for access to the common property. Is this allowed?

An adjudicator declared by-laws purporting to delegate power to caretaker as void. The by-laws included, but were not limited to, giving the caretaker the power to:

- deactivate keys and make decisions about an owner or occupiers use or access to shared facilities,
- enforce by-laws and
- impose a cost in the by-law for replacement keys.



For more details read the order:

[3113 Surfers Paradise Boulevard \[2013\] QBCCMCmr 273 \(2 July 2013\)](#)

I lost the key to my unit. I have asked the body corporate to replace it. Do I have to pay or does the body corporate?

We regularly get asked who has to pay for replacement keys.

Adjudicators have stated that, in schemes registered under a building format plan, the associated fittings for a door includes the lock and a key. The body corporate is usually liable for the maintenance of locks and so will be responsible for the provision of keys for the original installation or when maintaining or improving the lock system in a manner that requires new keys.

However, the body corporate is generally not liable to provide extra keys above the original number supplied or replacement keys where the loss is the fault of the holder. You can read more about this in order [Clover Court \[2000\] QBCCMCmr 71 \(15 February 2000\)](#).

An owner can ask the body corporate to provide additional keys but will usually need to pay for the extra keys.

I have just purchased a 3 bedroom unit. I have been given 3 keys, however I have 4 tenants renting my property and I also need a key for my rental agent. Can I ask my body corporate for 2 additional keys?

It may be reasonable for the body corporate to limit the number of keys allowed for each lot in the scheme for security reasons. If individual owners or occupiers request a higher number of keys, they may be able to demonstrate it is reasonable in the circumstances for the body corporate to approve extras. It may be that the extra keys are only needed for a certain time period or until the number of occupiers change. Different sized lots may have a requirement for more keys.

Adjudicators have stated that reducing the number of keys already held by an owner is a restricted issue for the committee, as it is changing the rights or privileges of an owner.


Disputes about keys often relate to the legislative requirement on a body corporate to make reasonable decisions. In such disputes, the onus is on an applicant to demonstrate how the body corporate's decision was unreasonable. The body corporate must act reasonably when making decisions and each request for extra keys should be decided on a case-by-case basis. The body corporate could set reasonable conditions on the approval.

The following orders may give you more information on how an adjudicator decided whether the body corporate's decision to refuse extra keys was reasonable:

- [Melton Crest Apartments \[2012\] QBCCMCmr 307 \(5 July 2012\)](#)
- [Club One \[2017\] QBCCMCmr 174 \(11 April 2017\)](#)
- [Horizons \[2003\] QBCCMCmr 354 \(28 January 2003\)](#)
- [Alba Lodge \[2000\] QBCCMCmr 606 \(23 November 2000\)](#)

I live on level 10 of my unit block. I have friends who have a unit on level 5 of the same building. The body corporate has programmed everyone's key so that they can only access their own floor. I have to go to the ground floor and use the intercom so that my friends can let me in. Can the body corporate do that?

There have been adjudicators' orders made stating that a decision to restrict access to parts of common property is void.



This could potentially apply to limiting access to foyers or lobbies on each level of the building. This is usually done by programming keys to restrict access to floors via a lift or other common property doors.

The body corporate usually cannot limit access to common property where there are no exclusive use by-laws in place. Unless there is a recorded exclusive use by-law, all owners and occupiers have the same rights to use the common property under Section 35 of the Act.

This order may give some more information about this issue:

[The Sands \[2010\] QBCCMCmr 424 \(10 September 2010\)](#)

I work shift work and was in bed asleep when I was woken up by the caretaker entering my unit. He says he was there to check on a suspected leaking pipe. Does the body corporate have to have a master key?

Many people believe the body corporate or building manager needs to have a master key. Sometimes the reasoning is the need for emergency access.

The need for urgent access to a lot is a rare occurrence. A body corporate has the power to enter the lot in an emergency without written notice ([section 163 of the Act](#)). If there is a fear for a person's safety, for example, then emergency services should be called and they can enter the lot under the relevant emergency services legislation.

The caretaking service contractor may be able to enter the lots that are part of their letting pool under the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008*.

In [Burleigh Beach Tower \[2009\] QBCCMCmr 163 \(24 April 2009\)](#) the adjudicator considered the argument that a master key system was necessary to comply with fire safety regulations. The adjudicator found that as there was no statutory requirement under fire regulations nor under the Act that a caretaker be given access to all units, then there is no requirement for a master key system. The adjudicator went on to say that both the Act and fire safety regulations already allow for emergency access without a master key.

When there is no emergency, even if the body corporate has a master key to a lot, correct notice under section 163 of the Act is required to be given to owners and occupiers. Only those people authorised by the body corporate can access a lot. An occupier is not able to obstruct entry to a lot when notice has been given.

Can the committee decide to master key all the locks in our building?

The committee cannot change the rights or privileges of owners, as it is a restricted issue. Adjudicators have found that the decision to remove existing locks and replace them with master keyed locks would require a general meeting resolution.

Adjudicators have also found that a body corporate cannot master key the locks fitted the door of a lot unless the lot owner agrees in writing, even if there is a general meeting resolution.

You can read more about these issues in the following orders:

- [Trafalgar Towers \[2003\] QBCCMCmr 285 \(11 December 2003\)](#)
- [Trafalgar Towers \[2004\] QBCCMCmr 153 \(23 March 2004\)](#)
- [Mercantile-Dalgety Place \[2006\] QBCCMCmr 313 \(19 June 2006\)](#)

Lot owner's security – who can hold a copy of a lot owner's key?

Owners can choose who they give a copy of their keys to and can control who can access their lot, subject to provisions of the body corporate legislation requiring access to a lot.



Are garage door remotes treated the same way as keys?

Garage remote controls are treated like door keys. In a building format plan, the doors, windows and associated fittings situated in a boundary wall separating a lot from common property are usually the body corporate's responsibility to maintain. If a garage door is in a boundary structure in building format plan, it will usually be a body corporate responsibility.

If the body corporate has to replace garage doors, it would be responsible for supplying new remote controls to the owner. The owner would be responsible for paying for replacements of lost or damaged remotes or extra copies after that.

For further information, please contact the Information and Community Engagement Unit on 1800 060 119.