

For residential houses/ flats/ apartments

OWNER DETAILS

Personal Details Full:

Name:	Surname:
Phone:	Mobile:
Email:	

Address For Service:

Street:	
Town:	
Suburb:	
Post code:	New Zealand

Contact Address:

Street:	
Town:	
Suburb:	
Post code:	New Zealand

Duly Authorised Agent :

Name:	Surname:
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OWNER BANK DETAILS

Bank Account Details:

Bank:	Branch:					
Account:	-		-		-	

Payments made

Monthly:	Half Monthly:
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EMERGENCY CONTACT:

Personal Details Full:

Name:	Surname:
Phone:	Mobile:
Email:	
Relationship:	

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INSURANCE

Is the property insured?

Yes:

No:

Insurance Company:

Name:

Phone:

Policy Number:

DETAILS OF MANAGED PROPERTY: (A SEPARATE AUTHORITY IS REQUIRED FOR EACH PROPERTY TO BE MANAGED)

Address:

Address:

Rent amount:

Weekly Rent:

Availability Date:

Date:

/

/

PROPERTY TYPE:

Please tick:

House:

Townhouse:

Apartment:

Unit:

Furnished:

Unfurnished:

PROPERTY FEATURES:

Please tick:

Bedrooms:

Ensuite:

Lounge:

Dining:

Study:

Garage spaces:

Carport spaces:

CHATELS

Please select all Chattels:

Stove:

Rangehood:

Fixed Floor Coverings:

Blinds:

Net Curtains:

Drapes:

Light Fittings:

Sky Dish:

Dishwasher:

Fridge:

Washing Machine:

Drier:

Smoke Alarms:

Wastemaster:

Burglar Alarm:

Heatpump:

Fireplace:

TV Aerial:

Fibre:

Other:

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BODY CORPORATE

Attach Body corporate rules and the Secretary contact details.

CONDITIONS

Maximum Number of persons to reside in the property

Yes:	
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Pets permitted

Yes:	No:
------	-----

Smokers permitted

Yes:	No:
------	-----

Lawns maintained by tenant

Yes:	No:
------	-----

Gardens maintained by tenant

Yes:	No:
------	-----

GENERAL

Is the property on the market for sale?

Yes:	No:
------	-----

If yes, has the tenant received a written notice under S.47

Yes:	No:
------	-----

Sign to be erected on the property?

Yes:	No:
------	-----

Owner to cut two FULL sets of keys one for tenants
& one for property manager

Yes:	No:
------	-----

Is the telephone connected and still in owners name?

Yes:	No:
------	-----

Does the property comply with town planning
and building consents?

Yes:	No:
------	-----

Are there any matters, peculiar to the property, of
which you are aware and which might adversely
affect the management of the property?

Yes:	No:
------	-----

Does the property have a functioning fire alarm/ escape systems?

Yes:	No:
------	-----

Is there a Heat Pump that requires an annual service?

Yes:	No:
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Is there a wood burner fireplace that requires an annual sweeping?

Yes:	No:
------	-----

Does the property comply with all buildings, health
and safety enactments as they apply to the premises?

Yes:	No:
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REGULAR OUTGOINGS TO BE PAID AS FOLLOWS

Water	Tenant: <input type="text"/>	Owner: <input type="text"/>	Meter No.: <input type="text"/>
Gas	Tenant: <input type="text"/>	Owner: <input type="text"/>	Meter No.: <input type="text"/>
Power	Tenant: <input type="text"/>	Owner: <input type="text"/>	Meter No.: <input type="text"/>
Lawns	Tenant: <input type="text"/>	Owner: <input type="text"/>	

Owner to provide latest water bill to:

Name:

Terms & Conditions

INSPECTIONS

To complete a property inspection report at the beginning and end of each new tenancy to inspect the property every 13 weeks (3 months) and to make a written report of the inspection and to provide photographs where appropriate.

BOND

To collect a Bond equivalent to four weeks rent and to pay the same to Tenancy Services Department of Building & Housing within 23 working days of receipt and to refund to the tenant at the end of the tenancy any part of the bond as is in your judgment is appropriate.

RENT

To collect rental payments as and when they fall due for payment To review the rent every six months and recommend to me/ us the appropriate market rent. Take all reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the tenancy agreement.

MEDIATION AND TENANCY TRIBUNAL HEARINGS

To take any action and or commence any application to the Tenancy Tribunal and in your sole judgement to resolve any dispute with the tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal. As owner I/We acknowledge that I/We are bound by mediated orders and Tenancy Tribunal decisions facilitated by the agent on my/our behalf.

ENFORCEMENT

The owner agrees that the agent will not enforce any money order made by the Tenancy Tribunal. Any enforcement of any money order shall be the responsibility of the owner.

EXPENSES

To pay all expenses and regular outgoings authorised by me/us.

REPAIRS

To effect repairs to the rented property as and when these become necessary and in accordance with the below stated instructions:

Repairs up to the value of \$:

Repairs ordered by the Tenancy Tribunal shall not require my/our approval. Repairs in any emergency situation or to protect the property or to protect the health and safety of the tenant shall not require my / our approval.

To deduct from any monies held to my / our credit your proper charges and reimbursement for monies spent on my / our account and send me / us the balance of any monies held by you to my/ our credit by cheque or to credit my/our bank account, details of which are contained in the schedule hereto together with a financial statement, as soon as possible after your balance date at the end of each month. The property manager and the property management firm does not accept liability for any damage or loss caused by contractors organised to complete any work at the tenancy premises.

I / WE ACKNOWLEDGE THAT

The agent may at the agent's sole discretion increase any and all charges herein by giving the owner three calendar months notice in writing to the owners address for service. This authority may be terminated by either party on one month's notice in writing (following the initial fixed term

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of 12 months) and shall be sufficiently served by being delivered or posted to the address for the owner referred to in this authority and in respect of the agent, to the agent's current business address.

By entering this agreement the agent does not accept liability for damage done to the property by the tenant or any other person nor does the agent accept liability for the tenants failure to carry out any term of the tenancy agreement. Please note: If the property owner leaves any of their possession even if locked away in a shed or bedroom, the property managers are not responsible for loss or damage to the possessions by the tenant. It is of the utmost importance that your insurance company is aware of this situation.

I /We indemnify the agent against all actions/claims/ costs and expenses whatsoever, which may be taken or made against the agent in the course of and arising out of the proper performance of the agents duties as the property manager or the exercise of any powers, duties or authorities contained in this management authority.

If I/We instruct the agent not to rent the property at any time during the duration of the authority, then we agree to pay the property managers commission, as if the property was rented, at the same rate of commission as the previous month.

If I/ We instruct the tenants to pay the rent otherwise than to the agent then the agent may elect at their sole discretion to treat the management agreement as at an end and to give notice immediately confirming that decision.

If I/ We place the rented property on the market for sale without first advising the agent, the agent may elect at their discretion to treat the management agreement as at an end and to give notice immediately confirming that decision.

I/We authorise the agent to renew any fixed term tenancy without our written instructions provided the agent has taken all reasonable steps to contact us and has been unable to obtain our written instructions within any applicable time frame.

If a dispute between the owner and the agent shall arise, and such dispute cannot be resolved to the satisfaction of the agent then the agent at the agent's sole discretion shall have the right to terminate this management agreement, forthwith by the agent giving written notice to the owner in terms of this paragraph.

The agent shall receive a 14 day notice sent by the tenant, then the agent shall have full power and authority to remedy the complaint contained in the 14 day notice, whether or not I/ We concur with the agent. If the owner shall give the agent instructions that conflict with the agents proposed remedy of the ten day notice then the agent may at the agent's sole discretion treat such conflicting instructions as grounds to terminate the management agreement, forthwith by the agent giving written notice to the owner in terms of this paragraph.

I /We agree that as proprietors of a body corporate unit, to advise the agent immediately of any change to body corporate rules.

I/ We as part owner agree and warrant that I have the consent of the other owners to enter into this management agreement.

I/We confirm that the details supplied in the schedule are correct and I/ We acknowledge that I/ We have read and understood this management authority and that I/ We have been supplied with a signed copy.

Yes: No: To be supplied

I/We hereby agree that the agent has the right to assign this agreement to a 3rd party without affecting any owner ability to give notice terminating this agreement.

COLLECTION COSTS

If at the end of the tenancy there is a debt owed by the owner to the agent, then the owner agrees that the owner be liable for and pay for all collection costs of recovery of the debt, which shall be collected by a debt collection agency. Costs payable by the owner shall include, legal fees, debt collection, commission, fees and disbursements, and /or court filing fees and disbursements.

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METHAMPHETAMINE

The owners are advised that a risk of property investment is methamphetamine contamination via use or production. Our Agency is not expert in the detection of methamphetamine. We recommend the owners arrange and pay for independent testing. Testing at the beginning and end of each tenancy provides evidence and helps to assign liability should contamination be detected. Please note that if the test does come back positive there can be immediate consequences for the owner and we advise the owners to carefully consider their options arising from the report.

I/We the owners of:

agree that we have read the above and confirm:

I/We agree to pay the sum of + GST

immediately for a methamphetamine test and at the beginning of each new tenancy or **(PLEASE DELETE ONE)**

I/We decline to pay for a test and accept any and all consequences of not doing so.

SMOKE ALARMS

The landlord agrees that they have responsibilities and legal requirements around the provision of smoke alarms, in that rental properties require a minimum of one working smoke alarm within three meters of each bedroom door. In a self-contained sleep-out, caravan or similar minimum of one working smoke alarm will be required. In a multi-level unit, there must be a working smoke alarm on each level.

The landlord understands that where there are currently no smoke alarms (pre-July 2016), long-life photoelectric alarms will need to be installed. If a property has existing smoke alarms that are not long-life photoelectric, landlords understand that when these do need replacing they will be replaced with long-life photoelectric alarms.

The landlord accepts these requirements as well as any costs associated with these requirements.

INSULATION

The landlord agrees that they have responsibilities and legal requirements in regards to the current levels of insulation at the property. This information must be included in any tenancy agreement. The landlord is also aware that the property must meet minimum R-value insulation requirements by July 1st 2019, if it does not currently.

Where a landlord fails to provide adequate information around the current insulation, or declines having a professional inspection done, they are aware we will need to state there is currently no insulation in the property for lack of any evidence stating otherwise.

RATES OF REMUNERATION

- In consideration of you performing the above duties I/ We agree that you shall be entitled to be paid for your services as follows: On all rents collected 8.5% + GST
- Arranging and/or supervising, repairs, maintenance or renovations on the cost there of 8.5% + GST.
- On major repairs or renovations and/or supervision thereof a fee will be agreed upon before the services are carried out. The agreed fee /commission is 5% + GST.
- Where the cost of any renovation or repair shall exceed the monthly net rental then the manager shall not be obliged to carry out the work until the owner has placed the manager in sufficient funds to enable the work to be completed.
- On attending mediations or hearings and all related matters under The Residential Tenancies Act, 1986 a fee commensurate with the time involved in each case, but not exceeding \$50.00+ GST without prior approval.
- For each inspection of the property, a fee of \$40.00+ GST. Initial & Exit Inspection is included in Management Fee.
- For each award of exemplary damages for the tenant's commission of any unlawful act 8% of the award.

I/ WE AUTHORISE AND INSTRUCT YOU

- To recite our names on any tenancy agreement you prepare on our behalf.
- To advertise for tenants and to select the best applicant on merit and when necessary or appropriate to sign tenancy agreements on my/ our behalf. If the agent completes the process of advertising, receiving and perusing applications, checked references and has otherwise facilitated the, introduction of a suitable tenant, then, if that time and before the tenant has signed a written tenancy agreement with the agent the owner withdraws the property from the rental market for any reason, then the owner shall be liable pay the agent a letting fee equal to one weeks rent+ GST and additional costs incurred equivalent to the amount lost by reason of the owner's withdrawal of the property from the market.

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SIGNATURE OF OWNER

Signature

Date of agreement: / /

SIGNATURE OF OWNER

Signature

Date of agreement: / /

SIGNATURE OF AGENT

Signature

Date of agreement: / /

HOW DID YOU HEAR ABOUT US?

Internet: _____

Radio _____

Newspaper: _____

Friend: _____

Other: _____