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Property Management Authority

Between:

Auckland Rent Management Ltd (the Manager) and

_____ (the Owner)

Premises to be managed _____ (the Property)

This Agreement gives the Manager the exclusive right to manage and let the Property referred starting from _____ and monthly thereafter.

The Owner's undertakings

1. In consideration of the services to be performed by the Manager, the Owner agrees to pay the Manager the fee as set out in the attached Schedule and such other charges as are specified in this agreement. The Owner authorizes the Manager to deduct such fees and/or charges from rents or other moneys collected by the Manager on behalf of the Owner.
2. The Owner acknowledges that, pursuant to this appointment, the Manager will act as if the Manager was the landlord of the Property and to do all things on the Owner's behalf necessary to manage the Property effectively.
3. The Owner warrants that the property has all relevant building and resource consents and complies with all council requirements as to the building including any town planning requirements, health and safety requirements and fencing of swimming pool requirements.
4. The Owner warrants that they will ensure that the Property and its contents and chattels are fully insured at the commencement of the tenancy and shall remain fully insured during the term of the management authority. The Owner undertakes to advise their insurance company in writing that the Property is to be let and that the Manager has been appointed to act as Property Manager.
5. The Owner by signing this Agreement warrants that they are the Owner of the Property or has the full authority of all or any other Owner(s) to enter into this management agreement. The information supplies by Owner to the Manager in this agreement and the attached Schedule is correct.

Authority of Manager

6. To advertise and let the Property to suitable applicants, on merit after checking their background and credit worthiness.
7. To prepare and sign on the Owner's behalf a written tenancy agreement which shall include

such terms and conditions as, in the opinion of the Manager, may be applicable to the tenancy and forward to the Owner a copy of such agreement at the end of the month in which the agreement was signed.

8. To rent the property on either a fixed term or periodic tenancy basis as, at the discretion of the Manager, best suits the circumstances of the tenancy. Should the Manager offer the Property on a fixed term basis then the period of that term shall not exceed _____ months.

9. To conduct and record property inspections both at the commencement of each new tenancy and at regular intervals throughout each tenancy as specified in the attached schedule and forward to the Owner a copy of the report at the end of the month in which the inspection was carried out.

10. To collect a bond from the tenant equivalent to _____ weeks rent and to pay it to the Tenancy Services Division of the Department of Building and Housing and at the conclusion of the tenancy to sign the bond refund form and refund to the tenant such sum as the Manager deems fair and reasonable.

11. To collect rental payments from the tenants as and when they fall due for payment and to take whatever steps are required by the Manager to follow up and compel payments of any unpaid rent. All such rent moneys are to be held in the Manager's Trust Account.

12. To deduct from rent all proper charges, reimbursements and disbursements for moneys expended on behalf of the Owner including the costs of any repairs and maintenance.

13. To ensure compliance with the terms of the Tenancy Agreement and the provisions of the Residential Tenancies Act 1986 or any subsequent amendments to the Act, by taking whatever steps the Manager deems appropriate. In the name of the Owner to write letters to the tenant; arrange for the property to be cleaned and/or decontaminated; to serve 'Ten Day to Remedy notices upon the tenant; to file applications to the Tenancy Tribunal; to attend Tenancy Services mediations; to attend hearings of the Tenancy Tribunal and on behalf of the Owners to receive and act upon any Mediation or Tribunal orders.

14. To conduct a review of the fair market rent level applicable to the Property upon each change of tenancy or otherwise annually.

15. To negotiate with contractors and supervise all remedial or maintenance work at the Property whether that work is occasioned by the tenant or not.

16. To review (in consultation with the Owner) and if necessary adjust, from time to time, the management services charges payable under this Management Authority.

17. To advise the Owner's insurers and file any relevant insurance claim on behalf of the Owner in respect of any loss or damage to the Property.

Repairs

The owner authorizes the Manager to arrange any repairs and maintenance on the property, as may be required in accordance with the following instructions:

a) All repairs or maintenance costs in excess of \$350 must have the prior approval of the owner.

- b) Repairs ordered by the Tenancy Tribunal shall not require the owner approval.
- c) Repairs in an emergency situation that it may affect the health, safety, and welfare of the tenant arising from Health and Safety issues shall not require the owner approval.

Accounting and Statements

18. The Manager shall, on a monthly basis, account to the Owner for all rents received and for all payments made on the Owner’s behalf and forward a statement of these accounts to the Owner within three working days of the close of the preceding month.

19. The Manager is instructed to direct credit from his Trust Account any applicable credit balance held on behalf of the Owner, to the Owner’s bank account (as detailed in the Schedule) on the first working day following the close of the preceding month.

Manager’s Responsibility and Restriction on Liability

20. The Manager shall have the duty to carry out the responsibilities and contractual obligations as set out in this agreement and shall carry out those duties and obligations to the standard of care of a reasonable property manager.

21. The Manager undertakes to use his best endeavors to ensure continuity of rental and maintenance of the Property.

22. It is a condition of this agreement that the Manager shall not be held liable for any loss arising:
a. From any failure of the Manager to let the Property
b. From any default by the tenant in the payment of rent or any other charges
c. From any damage to the Property whether caused by the tenant or otherwise
d. From any action by the tenant which may be in breach of their Tenancy Agreement.
e. From any injury to persons or damage to the Property which may be caused by either a condition of the Property or a hazard in or about the Property, whether such condition or hazard existed before or after the date of this agreement.

23 The Owner agrees that the Manager shall not be liable to enforce any order of the Tenancy Tribunal using the District Court civil enforcement system

Termination of this Agreement

Either party may terminate this agreement by giving to the other, two month’s notice in writing after an initial period of six months.

Acceptance of appointment:

Owner _____

Property Manager_____

Date_____

date_____