



- c. To complete a written Tenancy Agreement.
- d. To rent the property on either a fixed term or periodic tenancy basis – the Owner will be informed of which of these is to be agreed upon with each individual Tenancy.
- e. To conduct and record property inspections at the commencement of each new tenancy and at regular intervals throughout each tenancy no less than 3 times a year. These regular inspections are covered in your management fee.
- f. To collect a bond from the Tenant equivalent to a minimum of 4 weeks rent and to pay it to the Tenancy Services Division of the Ministry 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.
- g. To collect rental payments 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 unpaid rent.
- h. To deduct from rent proper charges and reimbursements/disbursements for monies expended on behalf of the Owner.
- i. To ensure compliance with the terms of the Tenancy Agreement and the provisions of the Residential Tenancies Act 1986 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 cleansed and/or decontaminated; to serve 14 DAY notices upon the Tenant; to file applications to the Tenancy Tribunal to attend mediations; to attend any hearing of the Tenancy Tribunal and on behalf of the Owners to receive and act on the orders.
- j. To conduct a review of the level of market rent annually.
- k. To negotiate with contractors and supervise all remedial or maintenance work at the tenancy premises where that work is occasioned by the Tenant or not. Between tenancies to arrange up to \$75.00 worth of cleaning to ensure the property is up to a standard as set out in the Residential Tenancies Act 1986 Section 45 (1) (a)
- l. To review, and if necessary adjust, from time to time, the management service charges payable under this Management Authority, by giving the Owner 1 month's notice in writing.

### **3. Repairs/Maintenance**

- 3.1 The Owner authorises the Manager to spend up to the equivalent of one week's rent for all repairs and maintenance to the property. However, the Manager shall not be required to obtain the Owner's consent where:
- a. The repairs are urgent and necessary;
  - b. The failure to complete the repairs might endanger the Tenant or any occupant, or
  - c. The failure to complete the repairs might cause the premises to no longer comply with any code or laws applying to the premises;
  - d. The failure to complete the repairs may risk damage or exacerbate damage to the premises; and
  - e. The Tenancy Tribunal shall make a Works Order and there is limited time to comply with the Works Order;
  - f. Between tenancies the Manager deems cleaning necessary to present the property to the next tenant in a reasonably clean and tidy condition (up to 3 hours cleaning)

#### **4. Accounting and Statements**

- 4.1 The Manager shall account to the Owner for the rental received monthly and all payments made on the Owner's behalf within 10 days of the close of the preceding month.
- 4.2 In the event that the disbursements shall be in excess of the rents that are collected by the Manager the Owner agrees to pay such excess promptly upon demand.
- 4.3 The Manager is instructed to credit any applicable credit balance direct to the account details as per the Schedule.

#### **5. Warranty as to Ownership or Authority as Landlord**

- 5.1 The Owner, by signing this Agreement warrants that they are the Owner of the rental premises or are authorised to enter into this Management Agreement and has or have authority to appoint the Manager.

#### **6. Resource Consents and Building Consents**

The Owner warrants that the property has all relevant building and resource consents and complies with all council requirements as to building, and including town planning requirements, health and safety requirements and fencing of swimming pool requirements.

#### **7. Insurance**

The Owner warrants that they will ensure the property is fully insured at the commencement of any tenancy and shall remain fully insured during the term of the Management Authority.

#### **8. On the market for sale**

The Owner warrants that the rental premises are not on the market for sale and will not be on the market for sale for a minimum of six months. If the property is on the market, the Owner warrants that the Owner has given the Tenant(s) the required notice under s47 of the Residential Tenancies Act 1986.

#### **9. Manager Responsibility and Restriction on Liability**

- 9.1 The Manager shall have the duty to carry out the responsibilities set out in this agreement and shall carry out those duties to the standard of care of a reasonable Property Manager.
- 9.2 The Manager undertakes to use best endeavors to ensure continuity of rental.
- 9.3 The Manager shall take due care in the performance of their contractual obligations but does not warrant and is not liable for any default by the Tenant in the payment of rent or any other charges, causing damage to the property or the observance of other terms of the Tenancy Agreement.

#### **10. Property Furnished**

- 10.1 If the property is to be let furnished, the Owner agrees to prepare the chattels list and deliver it to the Manager before the letting.

**11. Grounds and Pool Maintenance**

11.1 The Manager shall ensure that any grounds or pool are maintained to a reasonable standard at all times.

**12. Landlord protection Insurance**

12.1 The Owner instructs the Manager to arrange Landlord Protection Cover during the term of the Management Authority. *(Delete this clause if this is NOT required.)*

**13. Enforcement of Tribunal Orders**

13.1 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.

**14. Indemnity Provisions**

14.1 The Owner indemnifies and keeps the Manager and any contractors employed by the Manager protected from all costs, claims, demands, suits, legal proceedings, or loss howsoever arising in the proper management of the tenancy premises and to reimburse the Manager upon demand for any expenses incurred in the Management of the premises.

If in the Manager's sole discretion it may be necessary or proper to reserve or withhold Owners funds to meet obligations which are or may become due (including the Managers compensation) then the Manager may do so.

**15. Assignment**

15.1 The Owner hereby agrees that the Agent has the right to assign this agreement to a third party without limiting the Owner's rights to terminate this agreement subject to those provisions contained in Clause 16.

**16. Termination of this Agreement**

- 16.1 After 12 months from the date of this agreement, this agreement may be terminated as follows:
- a. By the Owner by the giving of three months notice in writing (including email to an email address) delivered to the Manager's address for service referred to in this agreement or to any address commonly and usually used for correspondence or email;
  - b. By the Manager by the giving of three month's notice in writing (including email to an email address) delivered to the Owner's address for service referred to in this agreement or to any address commonly and usually used for correspondence or email;
  - c. If the Manager reasonably believes that there is a clear and present risk of harm to the Tenant, in continuing to live in the rented premises and that risk cannot be immediately abated or removed, then the Manager reserves the right to terminate this agreement forthwith by any means of communication available to them.

**17. Acceptance of Appointment**

17.1 The Manager accepts appointment as Manager under the terms of this agreement and agrees to comply with the Code of Practice for Residential Property Managers and Letting Agents by REINZ.

\_\_\_\_\_  
Signature of Owner/s

\_\_\_\_\_  
Signature of Property Manager  
(On behalf of Taupo Realty Services Ltd)

# SCHEDULE

Address of the tenancy premises: .....

Number of bedrooms: .....

Garaging: .....

Heating: .....

If wood burning fire, chimney sweep can be arranged annually? Yes / No

Would you like the guttering on the property cleaned out annually? Yes / No

Off street parking: Yes / No For number of vehicles: .....

Owner's Details: .....

Residential Address: .....

Postal Address: .....

Home Phone: ..... Fax: .....

Work Phone: ..... Mobile: .....

Email: .....

Bank Account Details: Bank: ..... Branch: .....

Account name: .....

Account number: \_ \_ : \_ \_ \_ : \_ \_ \_ \_ : \_ \_ \_

***(The Owner is to provide the Manager with printed proof of account number from their bank)***

3 sets of keys to be provided: Yes / No

Alarm Code if applicable: .....

Emergency Contact if the owner is temporarily unavailable:

Name: ..... Phone: .....

Mobile: ..... Fax: .....

Email: .....

Solicitor's name: ..... Solicitor Firm name: .....

Address: .....

Phone: ..... Fax: .....

Insurance Company details including renewal dates and policy numbers:

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.....

I consent for a "To Rent" sign to be erected at the property.

The grounds and/or pool maintenance shall be at the Owner's or Tenant's (delete one) cost.

**Pets**

Pets are / are not acceptable (delete one)      Cat / Dog      (circle those allowed)  
Cat door permitted / not permitted (delete one)

**Management Commission, fees and disbursements:**

On gross rent collected the sum of:	<b>9% plus GST</b>
On maintenance / repair work / disbursements completed	<b>10% plus GST</b>
On attending Tenancy Tribunal / Mediations	<b>With our compliments</b>
On completing EXTRA inspections other than specified 3 times (minimum) per year	<b>\$50 plus GST</b>
Chattel Inventory checks	<b>\$100 plus GST</b>

Toby Location: .....

***(The Taupo District Council charges in excess of \$80 for the provision of toby locations, so if you are aware of where yours is located, please list instructions here)***

ICP Number: .....

***(This is the code – unique to your power meter – which can be found either, on your electricity meter, on your electricity account or from your electricity provider.)***

Gas on property Yes / No      (delete one)      Mains / Bottle (delete one)

Telephone connection Yes / No (delete one) - if Yes, previous number listed: .....

Sky Aerial Yes / No (delete one) - if No, is the tenant permitted to put one up Yes / No (delete one)

Landlord Protection Insurance:

Arrange Cover and deduct annual fee of \$330.00 plus commission Yes /No (delete one)

Any appliances under warranty? .....

## **Any Special Instructions?**

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.....  
.....  
.....

**Signature of Owner/s**

.....  
.....

**Date:** .....