

# Residential Rental Management Authority



I / We hereby appoint

(Property Management company name)

To act as my / our agent and Property Manager (hereinafter called "the agent" on the terms and conditions set out below with respect to the property details and other matters referred to in the schedule hereto, (which schedule shall form part of this rental management authority).

and I / We authorise and instruct you:

To recite our names on any tenancy agreement you prepare on our behalf,

To use your style of tenancy agreement and

To prohibit the tenant from assigning, subletting, or parting with possession of the tenancy premises at any time.

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 and advertising costs incurred equivalent to the amount lost by reason of the owners withdrawal of the property from the market.

## Term

To rent the property on a fixed term / periodic tenancy (delete one).

## Inspections

To complete a property inspection report at the beginning and end of each new tenancy

To inspect the property, at the stated inspection frequency and to make a written report of the inspection and to provide photographs where appropriate.

## Bond

To collect a Bond equivalent to the below stated amount 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 judgement 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 (set out in the schedule) authorised by me/us.

## Professional Cleaning

The owner will pay for professional cleaners at the end of each tenancy if required.

## Repairs

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

Repairs ordered by the Tenancy Tribunal shall not require my 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 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.

Arranging and/or supervising repairs, maintenance or renovations to the value stated below.

Bond  weeks rent

Inspection cost

Inspection frequency

Repairs up to the value of

Maintenance repairs and renovations

**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 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.

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 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."

If 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.

**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 % + GST

Arranging and/or supervising, repairs, maintenance or renovations on the cost there of + 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  + 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

\$  without prior approval.

For each inspection of the property, a fee of

\$

For each award of exemplary damages for the tenant's

commission of any unlawful act % of the award.

Signature of owner \_\_\_\_\_

Date of agreement  /  /

Signature of agent \_\_\_\_\_

Date of agreement  /  /



## Property Details

Room	Information/ chattels
Lounge/Dining	
Bedrooms	
Bathrooms	
Ensuites	
Garage	
Carport	
Kitchen	
Lawn/Deck/Fenced	
Construction Materials	
Body Corporate	
Number of Keys	
Furnished/unfurnished	

## General Property Details

	YES	NO
Is the property on the market for sale?		
If yes, has the tenant received a written notice under S.47		
Are pets permitted?		
Are smokers permitted?		
Do you wish to have the tenant maintain the grounds?		
Do you wish to have a contractor maintain the grounds?		
If you have a swimming pool/spa do you wish to have the tenant maintain it?		
If you have a swimming pool/spa do you wish to have a contractor maintain it?		
Is the telephone connected and still in owners name?		
Does the property comply with town planning and building consents?		
Are there any matters, peculiar to the property, of which you are aware and which might adversely affect the management of the property?		
Does the property have a functioning fire alarm / escape systems?		
Does the property comply with all buildings, health and safety enactments as they apply to the premises?		

Age of carpet/floor covering in the property

When was the water meter read?  /  /

When was the chimney last swept  /  /

Smoke alarm batteries changed  /  /

### Regular outgoings to be paid as follows

Water Tenant | Owner

Gas Tenant | Owner

Power Tenant | Owner

Telephone Tenant | Owner

Lawns Tenant | Owner

Frequency of inspections: 3 months  4 months

### Insurance for comprehensive replacement cover

Is the property insured? YES  NO

Name of insurance company

Phone number  Policy number

Who is the insured party on the policy

(this is important as often the landlord may have a legal entity who is the insured that you may not know about).

Expiry date of policy  /  /

Malicious damage cover amount

Are you insured for rent arrears and landlord risks?  
(No. of weeks) 8  14  Unlimited  Not Sure

Insurance details for the Body Corporate

Has the client supplied a copy or extract of what is expected by the landlord/property manager to ensure that the policy requirements are followed (not following this requirement may lead to declination).

Provided - YES  NO  Still to be supplied by client

We strongly recommend that Landlord's take Landlord risk insurance.

