

Date in which management begins:



RESIDENTIAL PROPERTY MANAGEMENT AUTHORITY

Between:

(The Owner)

And: Phoenix Property Management Ltd

(The AGENT)

TERMS AND CONDITIONS

The *Owner* hereby appoints the *Agent* on the terms and conditions herein set forth to manage the Owner's property described in the Schedule hereto.

1. When performing its duties under this authority Phoenix Property Management Ltd MREINZ shall be acting solely as the *AGENT* of the *OWNER(S)*.
2. To manage existing tenants and tenancies.
3. To *advertise* for tenants, as and when necessary and to sign tenancy agreements on my/our behalf.
4. To collect *bonds* equivalent to three/four weeks rent and to pay the same to the Ministry of Housing within 23 working days of receipt and to refund to the tenant at the end of the tenancy any part of the bond that in the Agents judgement is fair and reasonable.
5. To collect *rents* and disburse it into the owners' allocated bank account monthly
6. To exercise the Landlord's right to *terminate* tenancies and serve notices upon the tenants, take such action against the tenants and do all such things necessary to commence AND obtain an order for possession or an order to terminate the Tenancy.
7. To obtain a credit check on any prospective tenant and the *OWNER(S)* agree to pay the fee for this service.
8. To carry out a schedule of *inspections* during the period of tenancy, the frequency to be one within the first month of a new tenancy, and then four monthly intervals, or as arranged between the *AGENT* and the *OWNER(S)*.
9. I / We as owner/s acknowledge that 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 performance of the agents duties as the property manager or the exercise of any powers, duties or authorities contained in this management authority.
10. To take all reasonable steps to compel payment of *outstanding rent* and to enforce other terms and conditions of the Tenancy Agreement.
11. To resolve any *dispute* with the tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal.
12. To appoint, at your discretion, a *debt collection* agency to pursue any outstanding, unsatisfied money orders from tenants. I/We authorise you to pay all associated fees on my/our behalf.
13. To deduct from rents collected, all properly *authorised expenditure* and disbursements made on behalf of the *OWNER(S)*. All charges are subject to variation at one month's notice.
14. To review the rent regularly.
15. Subject to the provisions of this clause this authority shall be for an initial fixed term of six months from the date of the commencement of this authority and during this period the owner shall not be able to terminate the agreement early by the giving of notice. Thereafter, the owner shall be able to terminate this agreement on three months notice in writing and the agent on one month notice in writing. This shall be sufficiently served by being delivered or posted to the current address for the owner referred to in this authority and in respect of the agent, to the agent's current address. If a dispute between the owner and the agent shall arise, affecting or concerning the safety of the tenant or the tenancy premises, and such dispute cannot be resolved to the satisfaction of the agent then the agent at the agents sole discretion shall have the right to terminate this management agreement forthwith by the agent giving written notice in terms of this paragraph.
16. To effect *repairs* to the rented property as and when these become necessary and in accordance with the following instructions.
Repairs of any kind up to the value of \$250.00 or one weeks rent which ever is greater
Repairs exceeding the above sum shall require my/our approval.
Repairs ordered by the Tenancy Tribunal shall not require my approval.
Repairs in an emergency situation or to protect the property or to protect the health and safety of the tenant shall not require my approval.
17. 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 15.
18. The Property *schedule* and its contents form part of this agreement.

FEES:

In consideration of you performing the above duties I/We agree that you shall be entitled to be paid for your services as follows:

- 8% + GST on all rents collected.
- 5% + GST on costs for arranging and/or supervising repairs, maintenance or renovations (maximum charge \$10 per job)
- On major repairs or renovations and or supervision thereof a fee agreed upon by both parties before the services are carried out.
- \$99 for Trade Me advertising
- \$15 for performing a credit check for each applicant checked for new tenancies.
- \$35 + GST for each routine inspection of the property.
- \$50 + GST for each renewal of a fixed term tenancy.
- Complimentary advertising: Harcourts website, office hand-out sheets and window cards
- Complimentary inspections: Ingoing & Outgoing inspections
- Complimentary statements: Monthly & End of financial year statement
- A letting fee equivalent to one weeks rent plus GST is payable for completing a letting of the property with such letting fee paid by the tenant by this your instruction, while the Residential Tenancies Act 1986 permits and authorises the letting fee to be paid by the tenant.
- Contact with overseas owners will be via e-mail. All other cost of communications to overseas owners other than the monthly statements may be charged.

GENERAL:

- The AGENT is to render to the OWNER (S) a statement of monies collected, charges deducted and accounts paid, and to remit to the OWNER (S) all receipts less disbursements on a monthly basis.
- If at any time the disbursements are in excess of the rents collected the OWNER (S) hereby agree to pay such excess promptly upon demand of the AGENT. The AGENT may, if in its opinion it is necessary, retain in its Trust Account sufficient funds to meet outstanding or pending accounts for expenditure or disbursements. The AGENT will advise the OWNER (S) of the amounts retained and the reason for the retention.
- The AGENT is not responsible to arrange Landlord Protection Insurance or any other Insurance in respect of the premises unless instructed in writing to do so by the OWNER (S)
- The AGENT shall use their best endeavours to ensure continuity of rental and maintenance of the property, but shall not be personally liable for any default in payment of rent or any damage to the property, vacant or occupied, by any tenant or otherwise, whether or not a tenancy has been arranged by the AGENT.
- The AGENT shall not be responsible for any injury to persons and or damage to the property arising out of the condition of, or any hazard in or about the property.
- The Agent shall be entitled to review its fees for services by giving one months notice in writing.

THE PROPERTY SCHEDULE:**Landlord's Details**

Full Name: _____

Address for Service: _____

Business Phone:

A/H Phone:

Mobile:

Fax:

Email:

I/We prefer receiving our monthly statements via: email / post

Bank Details

Account name: _____

Account number:

Bank / Branch: _____

Emergency Contact:

Contact name:

Mobile:

Business Phone:

Relation:

A/H Phone:

Fax:

Email:

Property Details:

Address: _____ **Rent:** \$ _____pw

No. of Keys Supplied: _____

Alarm Code: _____ Instruction to turn off: _____ / to set: _____

Approximate time the property is available for tenanting: A minimum of 12 months from: _____

The maximum number of tenants shall be: _____

Any other Special conditions or requirements:

Current Tenant Details:

Name: _____

Phone no.: _____

Original Tenancy Agreement Available?

Yes / No

Bond Transfer Form Signed?

Yes / Not Required

Conditions:

Lawns are the responsibility of:

Landlord Contractor Tenant

Gardens are the responsibility of:

Landlord Contractor Tenant

If rented furnished, chattel list to be prepared by:

Agent Owner

Would you like us to contact you prior to arranging maintenance:

Yes / No

Rates / Insurance:

Agent is authorized to pay the Council Rates on Owner's behalf

Yes No

Agent is authorized to pay the Land Rates on Owner's behalf

Yes No

Agent is authorized to pay the Insurance on Owner's behalf

Yes No

General:

Is the Property on the market for sale

Yes No

Does the property have a fireplace

Yes No

a) If yes, is this compliant with the latest City Council regulations

Yes No

Does the property have a Code of Compliance for all work done

Yes No

Is there a Body Corporate

Yes No

(if yes, please attach details and contact details)

Is there is telephone line connected to the Property

Yes No

Is there is pool or spa to be maintained

Yes No

a) If yes, who is responsible for maintenance

Tenant Landlord

Is the property on Septic tank or Town supply

Town Septic

a) If on Septic, when was the tank last cleaned: _____

Do you want us to charge the tenant for metered water

Yes No

I / We confirm that the details supplied in the Property schedule are correct and I / We acknowledge that I have been supplied with a signed copy.

The undersigned Warrants to have the authority of all the Owners of the Property to make this appointment

.....
Signature of Owner or Authorised Signatory

Date.....

.....
Authorized Signatory of Phoenix Property Management Ltd

Date.....

Please return to Phoenix Property Management Ltd

Phone: 03 348 9468

Postal address: PO Box 8472, Riccarton, Christchurch 8041

Fax: 03 348 8778

Office address: State Insurance Building, Level 1,

88 Division Street, Riccarton, Christchurch

Email: irena.bousova@harcourts.co.nz

PROPERTY ADDRESS: _____

PRICE: \$ _____ pw

Number of bedrooms: _____

Doubles: _____

Singles: _____

Number of bathrooms: _____

En-suites: _____

Number of toilets: _____

PROPERTY TYPE

- House
- Townhouse
- Apartment
- Unit

LIVING AREA

- Open plan
- Separate living
- Separate dining
- Formal lounge
- Formal dining

HEATING

- Heat pump
- Compliant wood burner
- Electric
- None

KITCHEN

- Gas cooking
- Electric cooking
- Dishwasher
- Fridge/freezer
- Microwave
- Waste disposal

MAIN BATHROOM

- Bath
- Spa bath
- Separate shower
- Shower over bath
- Heated towel rail
- Extractor fan

ENSUITE BATHROOM

- Bath
- Separate shower
- Shower over bath

LAUNDRY

- Separate
- In bathroom
- In kitchen
- In garage
- Washing machine

FENCING

- Fully
- Partial
- None

GARAGING / PARKING

- Single garage
- Double garage
- Tandem
- Single carport
- Double carport
- Internal access
- Auto doors
- Off street parking

OTHER FEATURES

- Alarm; code: _____
- Private garden
- Pool
- Spa

CHATTELS

- Drapes
- Blinds
- Net curtains
- TV Aerial
- Sky TV

PETS ALLOWED

- Cats
- Dogs
- None

(office use)

Available from: _____

Access: _____

Comments / Advertising spiel