**RESIDENTIAL MANAGEMENT AUTHORITY**

This Agreement effective from ……………………… between: (the Owner) whose address for service is, ………………………………………………………………………………. and [property management company] (the Property Manager) with the Property Manager’s address for service being [address], [email address]. This Agreement sets out the terms of the Owner granting an exclusive right to the Property Manager to manage the rental property/properties described in Schedule 1 and forming part of this Agreement.

The parties agree as follows:

**The Owner:**

1. Authorises the Property Manager to exclusively manage the rental property/properties described in Schedule 1.
2. Authorises the Property Manager to record the name of the Property Manager as the Owner’s agent (as Landlord) on all tenancy agreements and any other relevant documentation required to rent the property.
3. Authorises the Property Manager to sign tenancy agreements and associated documentation on behalf of the Owner.
4. Authorises the Property Manager to select a tenant following background and credit checks, who in the Property Manager’s opinion, is the most suitable tenant for the property.
5. Authorises the Property Manager to collect all rent on the Owner’s behalf and to deposit such rents minus the Property Manager’s commissions, charges and any deductions into the Owner’s nominated bank account.
6. Authorises the Property Manager to pursue any outstanding amounts from tenants as outlined in the Residential Tenancies Act 1986 and where necessary utilise any debt collection agency appointed by the Property Manager. The Owner agrees to pay any associated costs and expenses for any debt collection including but not limited to Tenancy Tribunal filing fees and debt collection agency costs.
7. Authorises the Property Manager to attend on behalf of the Owner any Tenancy Tribunal Hearings and/or Mediations and to receive and act on Orders from the Tenancy Tribunal.
8. Authorises the Property Manager to conduct and record property inspections at the commencement of each new tenancy, at regular intervals throughout each tenancy no less than [insert number] a year or as otherwise agreed at the commencement of this Agreement. The Owner warrants that these periodic inspection intervals are consistent with the Owner’s insurance policy for the rental property/properties detailed in Schedule 1.
9. Authorises the Property Manager to spend up to $[insert amount] for all repairs and/or maintenance to the property. The Owner understands that the Property Manager shall not be required to obtain the Owner’s consent to carry out repairs and/or maintenance where repairs and/or maintenance are either urgent and/or necessary; or where failure to complete repairs might cause a health or safety risk to the tenant (or any occupant); or where failure to complete repairs could cause damage to the premises; or where repairs must be carried out pursuant to an Order of the Tenancy Tribunal.
10. Authorises the Property Manager to lodge bond monies at Ministry of Business Innovation and Employment and to refund bond monies to the tenant when the tenant vacates the property or to deduct bond monies in accordance with the Residential Tenancy Act 1986.
11. Where the property is furnished, provide to the Property Manager a comprehensive and accurate list of chattels before the property is advertised for rent.
12. Agrees to pay the Property Manager for the performance of Property Management services the following fees:
13. **[insert amount %] plus GST of all rents collected; and**
14. **[insert amount %] plus GST for arranging and supervising maintenance, repairs or alterations to the property; and**
15. **an inspection fee of $[insert amount] plus GST for each periodic inspection; and**

**(d) a reference and credit check fee of $30.00 plus GST conducted on each prospective tenant; and**

**(e) an advertising fee $[insert amount] plus GST for online advertising for each new tenancy. The Owner understands that if the property is to be advertised in any other media such as print advertising (subject to the Owner’s prior approval for such advertising to occur), the Owner shall be liable to pay to the Property Manager any additional costs associated with advertising the property.**

**(f) [insert any other reasonable fees charged]**

The fees contained in this clause may be reviewed by the Property Manager and adjusted from time to time by providing one month’s written notice to the Owner.

1. Warrants that if the property is fully insured, that a copy of the building insurance policy and the excess amount on the policy is provided to the Property Manager at the signing of this Agreement and at each insurance renewal thereafter.
2. Warrants that the information provided to the Property Manager in this Agreement and its accompanying Schedule is true and correct to the best of the Owner’s knowledge.
3. Warrants that by signing this Agreement, the Owner is the owner of the rental property/properties listed in the Schedule or has the authority to enter into this Agreement with the Property Manager.
4. Warrants that they are not aware of any health and safety risks at the property that may cause harm or injury to any person.

1. In accordance with the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016, landlords are required to disclose whether insulation has been installed into ceilings, under floors and in the walls of the property. Further, a landlord must disclose the type of insulation, its R rating and condition.  Insulation in properties is mandatory (from 1 July 2019).  The Owner warrants to advise the Property Manager of all required information in compliance with the Residential Tenancies (Smoke Alarms and Insulation) Regulations 2016 to enable the Property Manager to accurately and fully disclose to the tenant on behalf of the Owner the required insulation information.
2. With the introduction of the Health and Safety at Work (Asbestos) Regulations 2016 fully in force on 4 April 2018, there is a duty for owners to identify any asbestos containing material that they ought to reasonably know that there might be a risk of respirable asbestos fibres.  Further there is a requirement to keep the register of asbestos containing materials updated. The Owner of the property discloses to the Property Manager in Schedule 1 of this Agreement all areas of the property that the Owner reasonably or ought to know that there is or likely to be containing asbestos containing materials.
3. In accordance with the Health and Safety at Work (Asbestos) Regulations 2016, the Owner provides permission to the Property Manager to engage a suitably qualified professional skilled in the identification (and where required) removal of asbestos to assist the Owner to identify any areas of the property that may have asbestos containing materials.
4. In accordance with the Residential Tenancies (Healthy Homes Standards) Regulations 2019, the Owner warrants that the property will comply with the requirements of the Regulations and ensure that compliance is met by the regulated timeframes. From 1 December 2020, the Owner understands that each tenancy agreement must include a statement of the current level of compliance with the Healthy Homes Standards and that such statement form part of any new, varied or renewed tenancy agreement. From 1 July 2021, the Owner understands that each rental property must comply with the Healthy Homes Standards within 90 days of any new, renewed, varied or renewed tenancy agreement. From 1 July 2024, the Owner understands that all rental properties must comply with the Healthy Homes Standards.
5. In accordance with the Residential Tenancies (Healthy Homes Standards) Regulations 2019 and the Residential Tenancies Act 1986, the Owner understands that while Healthy Homes Compliance reports will be produced for the Owner, the Owner warrants that the information in the report is true and correct. Where the Property Manager is unable to ascertain information for the Owner to comply with the Residential Tenancies (Healthy Homes Standards) Regulations 2019 and the Residential Tenancies Act 1986, the Owner understands that the Property Manager will engage an independent suitably qualified contractor where it was necessary to establish whether the standards have been met or an exemption may be applied. The cost of engaging an independent suitably qualified contractor will be met by the Owner.

**The Property Manager:**

1. Will advertise the property for rent as and when required and process any applications in accordance with this Agreement and the Property Manager’s policies and procedures.
2. Will ensure that each tenancy has a written tenancy agreement.
3. Will carry out routine inspections of the property in accordance with the Residential Tenancies Act 1986 and in accordance with this Agreement. The Property Manager will provide a report to the Owner of each inspection with communication regarding any maintenance or tenant issues.
4. Will arrange maintenance and repairs as authorised and pursuant to this Agreement. Where possible, the Property Manager will provide a minimum of two quotes for maintenance outside of any urgent/emergency maintenance or maintenance within the Property Manager’s authority.
5. Will account and provide to the Owner on a monthly basis a financial statement for rent monies received and any other payments received and any deductions or expenses incurred on the Owner’s behalf. In the event that any such deductions or expenses incurred are in excess of the rent monies collected by the Property Manager, the Owner agrees to pay such excess to the Property Manager promptly and upon demand. The Owner agrees to promptly refund any overpayments of rent or other funds if such payment has been made in error by the Property Manager.

27. The Owner understands that under the Residential Tenancies Act 1986, the rent must not be increased within 12 months after the date of the commencement of the tenancy and the rent must not be increased within 12 months after the date on which the last increase took effect. The Property Manager will work with the Owner to assess current market rental rates for the property to enable the Owner to make a reasonably informed decision regarding any rent increases or decreases. The Owner is responsible for their own decisions about rent increases or decreases and any instructions provided to the Property Manager regarding increases or decreases and cannot hold the Property Manager responsible for any losses that may be incurred from any such decision making and instruction.

**General Conditions:**

1. Termination of Agreement:

This Agreement shall be terminated as follows:

a. By the Owner by giving one month’s written notice to the Property Manager delivered to their address for service as specified in this Agreement (either by post or email);

b. By the Property Manager giving one month’s written notice to the Owner at the Owner’s address for service as specified in this Agreement (either by post or by email);

c. Immediately by the Property Manager by any means of communication where the Property Manager reasonably believes that there is a risk of harm to the tenant and any occupiers of the property and where the Owner will not remove such risk immediately to prevent any possible harm.

In the event of Termination, the Property Manager shall assist in the transition of information to the Owner and ensure that any rent payments paid to the Property Manager are duly transferred to the Owner or their authorised representative’s account.

29. Restriction on Liability:

a. The Property Manager shall take due care in the performance of their contractual obligations but does not assume any liability arising from any default by any tenant in the payment of rent including any charges, fines or any claims arising from damages caused to the property by tenants or occupiers of the property.

b. The Property Manager accepts no responsibility for any penalties incurred for any late payments of supplier invoices due to insufficient funds held by the Property Manager in the Owner’s rental account.

c. The Owner shall indemnify the Property Manager, its agents, employees and contractors against all liabilities or damages, including costs arising in relation to any tenancy or the property.

30. Sale:

The Owner warrants that the property/properties have not been listed for sale. In the event that the Owner lists the property for sale, the Owner shall promptly notify the Property Manager to enable the Property Manager to issue the tenant with the required notice under the Residential Tenancies Act 1986.

31. Unit Titled Property:

Where the property is a unit titled property, the Owner will provide to the Property Manager a copy of the registered operational rules of the body corporate. The Owner shall update the Property Manager with any changes made to the operational rules so that any such changes can promptly be provided by the Property Manager to the tenant to form part of the tenancy agreement.

32. Assignment:

The Property Manager may by providing notice to the Owner assign this Agreement to a third party without limiting any of the Owner’s rights pursuant to this Agreement.

33. Severability:

Every clause in this Agreement shall be read and construed so as to not be in contravention of any law of New Zealand.  Where any clause would but for this clause be void or inoperable or ineffective either wholly or in part for any reason, it shall not affect the validity or enforceability of any other clauses in this Agreement.

34. Governing Law:

This Agreement is governed by the laws of New Zealand and both parties submit to the non-exclusive jurisdiction of the Courts of New Zealand in respect of any proceedings.

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**Signature of Property Manager (or their duly authorised representative)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Owner (or their duly authorised representative)**

**Schedule 1 – Contact and Property Details**

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| --- |
| **Contact Details:** |

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| --- |
| Name of Owner/Authorised Representative: |

|  |
| --- |
| Address for Service: |

|  |  |  |
| --- | --- | --- |
| Phone (Hm): | (Wk) | (Mob) |

|  |  |
| --- | --- |
| Email Address (also deemed address for service): |  |

|  |  |  |
| --- | --- | --- |
| Would you like your statements emailed? | Yes | No |
|  |  |  |
| If yes, is the email address the same as above? | Yes | No |
|  |  |  |
| If no, please provide alternative email address: |
|  |  |
| Alternative/Emergency contact details for Owner:Name: Address: Telephone: Email:  |
|  |
| **Owner Bank Details:** |

|  |
| --- |
| Account Name: |
|  |
| Bank Name: |
|  |
| Branch Name: |
|  |
| Branch Address: |
|  |
| Account No: |
|  |
| Payments are made at mid-month and again on the last business day of the month please select your preference for payment: |

|  |  |  |  |
| --- | --- | --- | --- |
| One payment at End of Month | or |  | Two payments Mid-Month and End of Month |
|  |  |  |  |
| Would you like the Property Manager to pay your rates from your rental income? | Yes | No |  |
|  |  |  |  |
| If yes, please discuss further with us to arrange. |  |  |  |
|  |  |  |  |
| **For unit titled, company share or cross-lease properties:** |
|  |
| Would you like the Property Manager to pay your Body Corporate fees from your rental income? | Yes | No | N/A |

|  |  |  |  |
| --- | --- | --- | --- |
| Registered body corporate operational rules attached? | Yes | No | N/A |

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| --- |
| Body Corporate secretary’s contact details: |
| Name:Telephone Number:Email Address: |

|  |
| --- |
| **Property Details:** |
|  |
| Address of Property: |
|  |
| Age of Property (year): |

|  |  |  |  |
| --- | --- | --- | --- |
| Number of Bedrooms: | Bathrooms: | Ensuites: |  |
|  |  |  |  |  |  |
| Separate Toilet | Yes | No | Separate Laundry | Yes | No |  |
|  |  |  |  |  |  |  |
| Separate Dining | Yes | No | Separate Lounge | Yes | No |  |
|  |  |  |  |  |  |  |
| Open Plan Living | Yes | No | Deck or Balcony | Deck | Balcony | N/A |
|  |  |  |  |  |  |  |
| Smoke alarms – how many & location: |  |  |

|  |
| --- |
| Parking: |

|  |  |  |  |
| --- | --- | --- | --- |
| Is the property fenced? | Fully | Partially | Not fenced |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Does the property have a pool? | Yes | No | Spa pool? | Yes | No |

|  |  |  |  |
| --- | --- | --- | --- |
| If yes, is the pool or spa pool fully fenced and compliant? | Yes | No | N/A |
|  |  |
| If yes, describe cleaning requirements: |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Alarm System: | Yes | No | Alarm Code: |  |  |
|  |  |  |  |  |  |
| Is the property currently tenanted? | Yes | No |  |  |
|  |  |  |  |  |
| If yes, current rent: $ | Current Bond: $ |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Has the bond been lodged with MBIE? | Yes | No | N/A | Bond Number: |

|  |  |
| --- | --- |
| If the property is not currently tenanted, owner rent expectations?  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Is the property known to be earthquake prone? | Yes | No |  |  |
|  |  |
| If yes, provide detail: |
| Is the property subject to any weathertightness issues or claims? | Yes | No |  |
|  |  |
| If yes, provide detail: |
| Pets: | Would consider | Strictly no pets |  |  |

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| If pets are considered, type of pets possibly acceptable: |
|  |

|  |
| --- |
| **Number of keys, security passes, fobs etc supplied by Owner:** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Front door | Back door | Laundry | French door(s) | Balcony | Dead Bolt(s) | Garage Remotes | Mail Box | Other |
|  |  |  |  |  |  |  |  |  |

|  |
| --- |
| **Chattels:** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Oven: | Yes | No | Gas | Electric | Number Trays |
| Stove hob: | Yes | No | Gas | Electric |
| Rangehood: | Yes | No |  |  |  |  |
| Waste disposal unit: | Yes | No |  |  |  |
| Dishwasher/Dish-drawer: | Yes | No |  |  |  |
| Refrigerator/Freezer: | Yes | No |  |  |  |
| Microwave: | Yes | No |  |  |  |
| Washing Machine: | Yes | No |  |  |  |
| Dryer: | Yes | No |  |  |  |
| Combo Dryer/Washer: | Yes | No |  |  |  |
| TV Aerial | Yes | No |  |  |  |
| Window Dressings: |  |  |  |  |  |
| Blinds | Yes | No |  |  |  |  |
| Drapes | Yes | No |  |  |  |  |
| Nets | Yes | No |  |  |  |  |
| Floor coverings: |  |  |  |  |  |
| Carpet | Yes | No |  |  |  |
| Vinyl | Yes | No |  |  |  |
| Tiles | Yes | No |  |  |  |
| Wooden Floors | Yes | No |  |  |  |
| Other chattels (if fully furnished please provide complete inventory List): |
|  |  |  |  |  |  |  |

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| **Asbestos:** |

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| The Owner of the property discloses to the Property Manager areas of the property that the Owner reasonably ought to know that there is or likely to be containing asbestos containing materials. Areas are as follows: |

|  |
| --- |
| **Any other information about the property?** |

|  |
| --- |
| **Insurance Requirements:**  |

|  |  |  |
| --- | --- | --- |
| Insurance policy has been attached to this Agreement: | Yes | No |
|  |
| If the insurance policy has not been attached to this Agreement: |
|  |
| The property is: | insured | not insured |
|  |
| The excess on the property at the signing of the agreement is: $ |
|  |
| Type of policy: [detail tenant’s liability for destruction/damage]: |
| If any changes occur to the policy or if the landlord cancels the insurance policy, the tenant must be notified of those changes. Please remember to send to us your updated policy at each renewal.  |

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| **Healthy Homes Checklist:**  |

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| The newly released Residential Tenancies (Healthy Homes Standards) Regulations 2019 form part of the Healthy Homes Guarantee Act 2017.  |
|  |
| We need to have a good measure whether your property meets these requirements. The standards are also designed to decrease maintenance. The standards cover:* Heating
* Insulation
* Ventilation
* Draught Stopping
* Moisture Ingress; and
* Drainage
 |
|  |
| There are some exemptions to meeting these standards:* Where it is not reasonably practicable to install.
* Where the property will be demolished in the next twelve months and a resource consent or building consent has been issued.
* For 12 months from the date of the tenancy where the owner who sold the property is now the tenant.
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| **Heating:**  |

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| --- | --- | --- | --- |
| Is there Heating in the property? | Yes | No | Describe: |

|  |  |  |  |
| --- | --- | --- | --- |
| Does your rental property meet the Healthy Homes standards? | Yes | No | Unsure |
|  |  |  |
| Does an exemption apply? Please provide evidence of the exemption. |  |

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| **Insulation:**  |

|  |
| --- |
| The new standard requires insulation to be [insert mm]. Homes that have been recently insulated probably meet the standard.  |

|  |  |  |  |
| --- | --- | --- | --- |
| Is the property insulated in the ceiling? | Yes | No | Unsure |
|  |  |  |  |
| Is the property insulated below the floor boards? | Yes | No | Unsure |
|  |  |  |  |
| What is the R rating of the ceiling insulation? |  |  |
|  |  |  |
| What is the R rating of the under-floor insulation? |  |  |
|  |  |  |
| Does your rental property meet the Healthy Homes standards? | Yes | No | Unsure |
|  |  |  |
| Please supply the insulation certificate. |  |  |
|  |  |  |
| Does an exemption apply? Please provide evidence of the exemption. |  |
|  |
| **Ventilation:** |

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| --- |
| All living room, dining room, kitchen and bedrooms must have windows that can open. Further, the bathroom and the kitchen must have adequate extractor fans. There are some exemptions that apply including if the property had a building consent at the time it was built, even though it did not have windows that can open in the relevant room.  |

|  |  |  |  |
| --- | --- | --- | --- |
| Does your kitchen have a rangehood or extractor fan? | Yes – rangehood | Yes – extractor fan | No |
|  |  |  |
| Does your bathroom(s) have an extractor fan? | Yes | No |
|  |  |  |
| Does your rental property meet the Healthy Homes standards? | Yes | No | Unsure |
|  |  |  |
| Does an exemption apply? Please provide evidence of the exemption. |  |
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| **Moisture Ingress and Drainage:** |

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| Landlords must ensure efficient drainage, guttering, downpipes and drains. If a rental property has an enclosed sub-floor, it must have a ground moisture barrier where it is practical to install one.  |

|  |  |  |  |
| --- | --- | --- | --- |
| Does your property have a moisture barrier installed? | Yes | No | Not required |
|  |  |  |
| Does your rental property meet the Healthy Homes standards? | Yes | No | Unsure |
|  |  |  |
| Does an exemption apply? Please provide evidence of the exemption. |  |
|  |  |  |

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| **Draught Stopping:** |

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| There must be no gaps or holes in walls, ceilings, windows, floors and doors that causes draughts. Chimneys and fire-places that are not able to be used safely must be blocked. |

|  |  |  |  |
| --- | --- | --- | --- |
| Does your rental property meet the Healthy Homes standards? | Yes | No | Unsure |
|  |  |
| Does an exemption apply? Please provide evidence of the exemption. |

|  |
| --- |
| **Timeframes for Compliance:** |

|  |
| --- |
| 1 July 2021 – all private landlords must comply with the Healthy Homes standards within 90 days of any new, varied or renewed tenancy agreement.All rental properties must comply by 1 July 2024. |