

RESIDENTIAL MANAGEMENT AUTHORITY



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PROPERTY ADDRESS:

BETWEEN
[Property Owners(s) Name] (The Owner)

AND REAL STAR REALTY – Angela Little Limited MREINZ/LPMNZ (The Manager)

The Parties Agree

1. Owner's Obligations

- 1.1 The Owner appoints the Manager to act as their exclusive agent to manage the property, referred to above and in the schedule.
- 1.2 In consideration of the services to be performed by the Manager the Owner agrees to pay the Manager the commission set out in the Schedule and all other charges specified in this agreement, including any charges and/or adjustments to the management charges that may arise from time to time following a review.
- 1.3 The Owner authorises the Manager to state their name as principal on any tenancy agreement the Manager may prepare and any other relevant documents the Manager may sign on behalf of the Owner.
- 1.4 The Owner acknowledges that with this appointment the Manager will act as if the Manager was the landlord and to do all things on the Owner's behalf necessary to manage the property effectively.
- 1.5 The Owner agrees that the information the Owner supplies to the Manager in this Agreement and Schedule is correct.
- 1.6 The Owner acknowledges that in accordance with the Residential Tenancies Act 1986 the property must be presented to any incoming tenant in a reasonable state of cleanliness and repair and the property can be reasonably secured. If the property is not reasonably clean, or requires repairs, or cannot be secured Real Star Realty has the authority to arrange for this work to be done at the owner's expense.

2. Authority of Manager

- 2.1 The Owner authorises and instructs the Manager to do the following:
 - a. To rent the property on a **fixed term** or **periodic tenancy basis** for no less than \$..... per week (*any changes to this amount will be mutually agreed upon between The Owner and The Manager*).
 - b. To use a written tenancy agreement.
 - c. To rent the property to the most appropriate tenant and if that tenancy should come to an end for any reason to re-rent the property.
 - d. To conduct and record property inspections at the commencement of each new tenancy and at regular four monthly intervals throughout each tenancy.
 - e. To collect a bond from the tenant equivalent to 3 weeks rent and to pay it to the Tenancy Services Division of the Ministry of 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.
 - f. To collect the letting fee of one weeks rent (plus GST) from the tenant.
 - 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 demand payments of unpaid rent. For the purposes of such collection, the Owner agrees that the Manager may appoint a debt collection agency, at the Manager's discretion, to pursue any outstanding amounts from tenants. The associated costs and expenses will be charged on to the Owner as part of expense incurred on behalf of the Owner.
 - h. To deduct from rent property charges and reimbursement/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 fourteen day notices upon the tenant; to file applications to the Tenancy Tribunal on behalf of the Owners, to receive and act on the orders.
 - j. To conduct a review of market rent regularly.
 - k. To negotiate with contractors and organise all remedial or maintenance work at the tenancy premises.
 - l. To review and if necessary adjust our fees, from time to time with no less than one month's notice.

3. Repairs

- 3.1 The Owner authorises the Manager to spend up to the equivalent of one weeks rent or \$..... 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;
 - 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; or
 - e. The Tenancy Tribunal shall make a Works Order and there is limited time to comply with the Works Order.

4. Accounting and Statements

- 4.1 The Manager shall account to the Owner for the rent received and all payments made on the Owner's behalf on a regular basis as set out in the Schedule subject to the deductions authorised in this Agreement.
- 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.
- 4.3 The Manager shall credit any applicable credit balance to the Owner's account nominated in the Schedule.

5. Warranty as to Ownership or Authority as Landlord/Property Owner

- 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 Agreement and have authority to appoint the Manager.

- 6. Resource Consents and Building Consents**
6.1 The Owner warrants that the property has all relevant building and resource consents and complies with all council requirements as to building, including town planning requirements, health and safety requirements and fencing of swimming pool requirements.
- 7. Insurance**
7.1 The Owner warrants that they will keep the property fully insured during the term of this Agreement.
- 8. On The Market For Sale**
8.1 The Owner confirms that the rental premise is/is not listed on the market for sale, (delete one). If the property is on the market the Owner warrants that the Owner has given the tenant(s) the required notice under section 47 of the Residential Tenancies Act 1986.
- 9. Manager's Responsibility and Restriction of 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 endeavours to ensure continuity of rental.
9.3 The Manger 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 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. Water Supply to the Property**
12.1 The Owner confirms that the property is separately metered / not separately metered / not connected to reticulated water supply (choose one) and warrants that, in any event, adequate means for the collection and storage of water are supplied to the property.
12.2 If the property is separately metered the Manager will, on the provision of copies of invoices from the relevant water supply authority or the Owner, arrange for the on-billing of water charges to the tenants of the property. The Owner will remain responsible for any charges that are incurred whilst the property is not tenanted.
12.3 If the property is not connected to a reticulated water supply, the Manager will be authorised to incur the cost of filling the water tank at the commencement of each tenancy.
- 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.
- 14. Indemnity Provisions**
14.1 The Owner indemnifies and keeps the Manager, its employees and contractors protected from all costs, claims, demands, suits, legal proceedings, or loss arising in relation to the property or tenancy unless such liability or damage is a direct result of an omission or negligent act by the Manager.
- 15. Assignment**
15.1 If the Manager intends to assign interest in this agreement to another manager then the Owner will be given notice in writing about this change naming the intended assignee and the date on which the assignment will be made.
- 16. Termination of this Agreement**
16.1 This agreement shall be terminated as follows:
a. By the Owner giving one month's notice in writing to the Manager.
b. By the Manager delivering to the Owner at the Owner's address for service notice in writing (including email to an email address) of any time period note being no less than 14 days and not longer than three months;
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 with 14 days' notice by any means of communication available to them.
- 17. Guarantee**
17.1 Within the first three months of the date of this Agreement, the Owner may terminate the Agreement by giving notice in writing (as detailed in *section 16.1 a* above) and be entitled to a full refund of all management fees the Owner has paid to the Manager since the date of this Agreement on the provision that the Owner reasonable believes that the manager has not provided an acceptable standard of service as detailed in this Agreement.

CHATELS:

stove	fridge	rangehood	microwave	wastemaster	washing machine
blinds	curtains	dishwasher	TV aerial	Sky TV dish	fixed floor coverings
drier	nets	clothesline	heat pump	garden shed	auto garage door
alarm	DVS/HRV	light fittings	fire place	central vac	Remotes#:
Other:					
Keys#:	front door	back door	ranch slider	other:	

SCHEDULE

OWNER DETAILS									
Name(s):									
Contact Address:									
Email Address:									
Contact Phone:	HOME:		MOBILE:						
	WORK:		OTHER:						
Bank Details:	BANK:		ACCOUNT NAME:						
Account Number:									
Disbursements:	Disbursements will take place on the closest business day to the end, and middle of the month. I wish to have rent disbursed to the above account at (please circle one or both): <div style="display: flex; justify-content: space-around;"> END OF MONTH MIDDLE OF MONTH </div>								
Please provide a deposit slip for your bank account – rent collected will be disbursed to this account.									
EMERGENCY CONTACT									
Name(s):									
Email Address:									
Contact Phone:	HOME:		MOBILE:						
Solicitor:				PHONE:					
Solicitor Address:									
Insurance Co:				POLICY NUMBER:					
Watercare Account Number:									
PROPERTY INFORMATION									
No. Bedrooms:				No. Bathrooms:					
Off Street Parking:	No 1 2 3 4 5			Garaging:	No 1 2 3 4 5				
Grounds:	The tenant is / is not to maintain the grounds (Please delete one option)								
Smoking:	Smoking is / is not permitted in the property (Please delete one option)								
Availability:	The property is available from:								
Pets:	Pets are not acceptable OR The following pets are acceptable, subject to the following conditions (Please delete one option)								
Dogs:	Maximum No:		Breed:						
Cats:	Maximum No:		Birds:	Yes / No					
Additional Notes:	Inspection frequency:								
	Other:								
MANAGEMENT COMMISSION, FEES AND DISBURSEMENT DETAILS/CHARGES									
Description	Our Fee	Comments							
On gross rent collected	7.5% + GST								
Inspections – three per year	Free								
*Supervising Repairs & Maintenance	7.5% + GST								
Tribunal Application Fee	Free								
Credit Check - each	Free								
Bill Payments	Free								
Professional photographs and online advertising	Free								
* On the cost incurred									
These fees may change from time to time. You will be notified in advance of any change.									

Signatures

[Signature of Owner] (The Owner)

Date

[Signature of Owner] (The Owner)

Date

[on behalf of Real Star Realty] (The Manager)

Date
