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# APPOINTMENT TO MANAGE AND LET RESIDENTIAL PREMISES

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Director Graham Faulkner

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## **AUTHORITY TO MANAGE AND LET RESIDENTIAL PREMISES**

Address of Property to be Let..... (the Property)

THIS AGREEMENT made this ..... day of..... 20.....

BETWEEN .....  
(the Owner)

AND **HOME RENTAL SERVICES Ltd.**  
(the Manager)

OF **11 ORMOND ROAD - GISBORNE – 4010**  
(Address for Service)

### **BACKGROUND**

This Agreement gives the Manager the exclusive right to manage and let the tenancy premises (the Property) referred to in the Schedule (which shall form part of this agreement) for a minimum period of three months starting from the 'Date Available to Let' (See Schedule) and monthly thereafter.

### **THE PARTIES AGREE:**

#### **1. Owner's obligations**

- 1.1 The Owner appoints the Manager to act as their exclusive agent to manage and let the Property.
- 1.2 In consideration of the services to be performed by the Manager, the Owner agrees to pay the Manager the commission as set out in the attached Schedule and such other charges as are specified in this agreement. The Owner authorises the Manager to deduct such fees and/or charges from rents or other moneys collected by the Manager on behalf of the Owner.

- 1.3 The Owner authorises the Manager to recite their name as principal on any tenancy agreement that the Manager may prepare from time to time and on any other relevant document that the Manager may sign on behalf of the Owner.
- 1.4 The Owner acknowledges that, pursuant to this appointment, the Manager will act as if the Manager was the landlord of the Property and to do all things on the Owner's behalf necessary to manage the Property effectively.
- 1.5 The Owner warrants that the information which the Owner supplies to the Manager in this agreement and the attached Schedule is correct.

## **2. Authority of Manager**

- 2.1 The Owner authorises and instructs the Manager to do the following:
  - a. To advertise for tenants and after checking the background and credit worthiness of suitable applicants, select the most appropriate tenant for the Property on merit.
  - b. To let the Property to the most appropriate tenant and if that tenancy should come to an end for any reason to then re-let the Property.
  - c. To prepare and sign on the Owner's behalf a written tenancy agreement which shall include such terms and conditions as, in the opinion of the Manager, may be applicable to the tenancy and forward to the Owner a copy of such agreement at the end of the month in which the agreement was signed.
  - d. To rent the property on either a fixed term or periodic tenancy basis as, at the discretion of the Manager, best suits the circumstances of the tenancy. Should the Manager offer the Property on a fixed term basis then the period of that term shall not exceed .....months.
  - e. To conduct and record property inspections both at the commencement of each new tenancy and at regular intervals throughout each tenancy as specified in the attached schedule and forward to the Owner a copy of the report at the end of the month in which the inspection was carried out.
  - f. To collect a bond from the tenant and pay it to the Tenancy Services Division of the Ministry of Business Innovation and Employment 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 from the tenants 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 any unpaid rent. All such rent moneys are to be held in the Manager's Trust Account.
  - h. To deduct from rent all proper charges, reimbursements and disbursements for moneys expended on behalf of the Owner including the costs of any repairs and maintenance.
  - i. To ensure compliance with the terms of the Tenancy Agreement and the provisions of the Residential Tenancies Act 1986 or any subsequent amendments to the Act, 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 cleaned and/or decontaminated; to serve '14 Day to Remedy' notices upon the tenant; to file applications to the Tenancy Tribunal; to attend Tenancy Services mediations; to attend hearings of the Tenancy Tribunal and on behalf of the Owners to receive and act upon any Mediation or Tribunal orders.
  - j. To conduct a review of the fair market rent level applicable to the Property upon each change of tenancy or otherwise annually.
  - k. To negotiate with contractors and supervise all remedial or maintenance work at the Property whether that work is occasioned by the tenant or not.
  - l. To carry out such remedial work as may be contained in any 14 Day to Remedy Notice issued by the Tenant to the Manager during the term of this agreement.
  - m. To review (in consultation with the Owner) and if necessary adjust, from time to time, the management services charges payable under this Management Authority.
  - n. To advise the Owner's insurers and file any relevant insurance claim on behalf of the Owner in respect of any loss or damage to the Property.

### **3. Repairs**

- 3.1 The Owner authorizes the Manager to arrange and have carried out all repairs that the Manager deems to be necessary for either health and safety reasons or to protect the integrity and value of the property. In the case of major issues – such as replacement of hot water cylinders or major plumbing or electrical faults – the manager will consult with the Owner where possible having regard for the need to remedy the problem in a timely fashion.
- 3.2 All other repairs and maintenance will be arranged in consultation with the owner.
- 3.3 Note that all works orders emailed to tradesmen are cc'd to Owners at the same time.

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

- 4.1 The Manager shall, on a monthly basis, account to the Owner for all rents received and for all payments made on the Owner's behalf and forward a statement of these accounts to the Owner within three working 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 direct credit from his Trust Account any applicable credit balance held on behalf of the Owner, to the Owner's bank account (as detailed in the Schedule) on the first working day following the close of the preceding month.

### **5. Warranty as to Ownership or 'Authority to Sign' on Behalf of Owner**

- 5.1 The person signing this Agreement warrants that they are the Owner of the Property or, if not the Owner, has the full authority of the Owner (or other Owners) to enter into this management agreement.

### **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 in respect of the building including any town planning requirements, health and safety requirements and any fencing of swimming pool requirements.

### **7. Insurance**

- 7.1 The Owner warrants that they will fully insure the Property and any of the Owner chattels that are in or on the Property at the commencement of the tenancy and that they shall remain fully insured during the term of the management authority. The Owner undertakes to advise their insurance company in writing that the Property is to be let and that the Manager has been appointed to act as Property Manager.

### **8. On The Market For Sale**

- 8.1 The Owner warrants that the rental premises is not on the market for sale and will not be on the market for a minimum of six months from the date of this agreement. If the property is on the market the Owner warrants that the Owner has served to the tenant(s) the required notice under s 47 of the Residential Tenancies Act 1986.

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

- 9.1 The Manager shall have the duty to carry out the responsibilities and contractual obligations as set out in this agreement and shall carry out those duties and obligations to the standard of care of a reasonable property manager.
- 9.2 The Manager undertakes to use his best endeavours to ensure continuity of rental and maintenance of the Property.
- 9.3 It is a condition of this agreement that the Manager shall not be held liable for any loss arising:
- a. From any failure of the Manager to let the Property
  - b. From any default by the tenant in the payment of rent or any other charges
  - c. From any damage to the Property whether caused by the tenant or otherwise
  - d. From any action by the tenant which may be in breach of their Tenancy Agreement.
  - e. From any injury to persons or damage to the Property which may be caused by either a condition of the Property or a hazard in or about the Property, whether such condition or hazard existed before or after the date of this agreement.
  - f. From the non completion of adequate repair or maintenance work to be undertaken by the Owner (the Owner having been made aware of the necessity for such work by either the Manager or the Tenant).

## **10. Property Furnished**

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

## **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 hereby informs the Manager that they will **arrange/ not arrange (delete one)** Landlord Protection Cover during the term of this management authority (Approximately \$330.00 pa) For full information on this cover go to [www.rlinz.co.nz](http://www.rlinz.co.nz) Please note we strongly recommend that owners give this option their serious consideration. We will forward application forms to you with your copy of this contract.

## **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 Property and to reimburse the Manager upon demand for any expenses incurred in the management of the premises.
- 14.2 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 Manager's compensation) then the Manager may do so.

## **15. Assignment**

- 15.1 If the Manager intends to assign to another Manager the Manager's interest in this agreement, the Manager shall deliver to the Owner at the Owner's address for service a notice in writing naming the intended assignee and the date on which the assignment will be made. The Owner may then, by notice

expiring on the date of settlement of the assignment or such later date as the Owner shall elect, terminate this agreement.

**16. Termination of this Agreement**

16.1 This agreement may be terminated as follows:

- a. By the Owner giving one month's 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;
- b. By the Manager delivering to the Owner at the Owners 'address for service' notice in writing (including email to an email address) of any time period being not less than 14 days and not longer than one month;
- 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.
- d. The Manager, at the Managers sole discretion, may terminate this agreement forthwith where the Owner:
  - (i) Instructs the tenants to pay the rent otherwise than to the Manager
  - (ii) Places the Property on the market for sale without first advising the Manager
  - (iii) Gives the Manager instructions that conflict with the Managers proposed remedy to a tenant's 14 Day to Remedy Notice pursuant to Clause 2(1) (l.) of this agreement.
  - (iv) Is in dispute with the Manager and such dispute cannot be satisfactorily resolved.

\_\_\_\_\_

Signature of Owner (s)

\_\_\_\_\_

Signature of Property Manager

If you are completing this form on-line, please type in your full name as signatory or create a signature in the toolbar at the top of this page.

Dated .....

Dated .....

The Owner(s) hereby acknowledges that they have read and understood this management authority and that by typing their name as signatory above they are creating an electronic signature and are accepting the terms and conditions of this agreement pursuant to the Electronic Transaction Act 2002.

The Manager hereby accepts this appointment to act as Property Manager pursuant to the terms and conditions as contained in this agreement.

**Upon receipt of this signed authority the Manager will countersign and forward a completed copy to the Owner at which time this contract will become binding on both parties.**

**SCHEDULE**

**OWNER'S NAME (the Owner)** .....

**OWNER'S ADDRESS**  
**(Address for Service)**  
.....  
.....

Phone...Hm.....Wk.....Fax Number.....

Mobile .....email.....

Emergency Contact.....

**PROPERTY TO MANAGE AND LET** (the Property)

**ADDRESS**.....  
.....

Is the Property a House  Unit  Flat  or Apartment?

How many bedrooms does it have?  Does it have a 'Sleepout'?

Does the Property have a garage? YES  NO  Heating Type? .....

**Date when the Property will be available to let**.....

Will the Property be vacant on the date available to let? YES  NO

If 'NO' and we are taking over a 'sitting tenant', please supply the following information:

Name of Tenant.....Home Phone.....

Wk Phone..... Rent Payable per week \$.....Bond Held \$.....

(Please forward to our office within 5 working days of signing this agreement the original signed Tenancy Agreement , a duly completed and signed 'Change of Landlord' form (available from Tenancy Services), a copy of your rent record to date and any spare keys to the Property.

Is the Property FURNISHED  PART FURNISHED  UNFURNISHED

INSULATED YES/NO CEILING U/ FLOOR

Note that the 2019 requirements are for Ceiling Rating R 2.9 and U/Floor R 1.3

(If furnished or part furnished please forward to Home Rental Services Ltd. within 5 working days of signing this agreement a complete inventory of 'Landlord Chattels')

**RENT REQUIRED** \$.....per week.

Do you wish Home Rental Services Ltd. to use its discretion in setting the rent level?

..... YES  NO

**BOND REQUIRED** ..... Weeks Rent . (Maximum Bond Allowed under the RTA is Four Weeks Rent)

Do you wish Home Rental Services Ltd. to use its discretion in setting the Bond required?

..... YES  NO

**MAXIMUM NUMBER OF OCCUPANTS FOR THE PROPERTY**  Occupiers

Do you wish Home Rental Services Ltd. to use its discretion in setting the number of occupants for the Property?

..... YES  NO

**OWNERS BANKING DETAILS**

BANK.....  
BRANCH.....  
ACCOUNT NUMBER.....  
ACCOUNT NAME.....

Rents collected will be paid out to the Owner by Direct Credit on the first working day of each month.

**OWNERS INSURANCE COMPANY**

.....  
.....  
Phone.....  
Policy Numbers.....

**OWNERS SOLICITOR**

.....  
Phone.....

**RATES** Do you wish Home Rental Services Ltd. to pay the rates for the Property from rental income?

..... YES  NO

(NB If Yes – then you will need to instruct Gisborne District Council to forward rates demands to our office)

**INSURANCE** Do you wish Home Rental Services Ltd. to pay the insurance premiums for the Property from rental income?

..... YES  NO

(NB. If yes – then you will need to instruct your insurance company to forward the premium tax invoices to our office)

**PETS** Are you happy for tenants to keep cats at the Property? YES  NO

Are you happy for tenants to keep a dog at the Property? YES  NO

Do you wish Home Rental Services Ltd. to use its discretion as to whether cats or dogs may be kept at the Property?  
..... YES  NO

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**SMOKING**

It is the policy of Home Rental Services Ltd. to discourage smoking within all its managed rental homes. However, in order not to prejudice the prompt letting of the premises to otherwise ideal tenants, we will sign up tenants who undertake in writing not to smoke within the dwelling. If you have strong views on this issue please outline them in the section 'Special Instructions'.

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**PREFERRED TRADESMEN**

Home Rental Services Ltd. retains the services of a variety of top quality trades people to carry out any work that may become necessary from time to time on your property during the term of our management. Should you wish to specify your own particular trades person then we ask that in the section 'Special Instructions' you supply Home Rental Services Ltd. with the following information. The name and trade of the tradesman, their business and/or home address, their telephone numbers including after hours number, cell phone, fax and email address. Only qualified trades people should be nominated.

(NB Home Rental Services Ltd. reserves the right to use tradespersons of its own choosing should your nominated tradesperson be unavailable or cannot complete the required work within a reasonable time period)

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**LAWNS AND GARDENS**

Do you want the tenant to look after the lawns and gardens? YES  NO

If 'NO' – please nominate the contractor who will be doing this work

Please note that it is normal practice for the Landlord to pay for this contractor, the extra cost usually being reflected in an increased rent level to the tenant

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**POOLS AND SPAS**

Do you want the tenant to look after the pool or spa? YES  NO

If 'NO' – please nominate the contractor who will be doing this work

Please note that it is normal practice for the Landlord to pay for this contractor, the extra cost usually being reflected in an increased rent level to the tenant.

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**SPECIAL INSTRUCTIONS**

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Are there any issues concerning the Property of which we should be made aware in our capacity as Agent for the Owner or as Landlord of the Premises??

.....  
**Please note – we will not accept instructions that may be in breach of the Human Rights Act, the Privacy Act or any other legislation currently in force in New Zealand**

## SCHEDULE OF FEES

### COMPREHENSIVE SCHEME

**MANAGEMENT COMMISSION - 10.00 % on gross rent collected Plus GST**

#### **INSPECTIONS**

Under this scheme the Manager will automatically carry out three regular inspections per year at no charge to the Owner. Should the Owner wish us to carry out more than three inspections then a \$75.00 (Plus GST) charge will apply for each additional inspection.

Please note that we do not charge for or write a report for a 'Final' inspection which is carried out with the tenant at the termination of a tenancy for bond refund purposes.

Please nominate the number of additional inspections you wish us to complete

**ADVERTISING FEE No Charge**

**NEW TENANT FEE \$300.00 on each new Tenancy Agreement Plus GST**

**TRANSACTION FEE No Charge**

**MEDIATION ATTENDANCE FEE No Charge**

**TRIBUNAL ATTENDANCE FEE No Charge**

**INVENTORY PREPARATION FEE No Charge**

**VIDEO RECORDING FEE No Charge**

Under this scheme Home Rental Services will automatically video record the Property at the beginning of each new tenancy.