



THE GOOD HOME PROPERTY MANAGEMENT
306 LUMSDEN RD HASTINGS 4122
ph 06-8704272 mob 021-425250

admin@goodhome.co.nz
www.goodhome.co.nz



PROPERTY MANAGEMENT AGREEMENT

This agreement is between:

The Owner: _____ and

The Property Manager: The Good Home Property Management Ltd

Property Address _____

It is agreed that:

1. Agency Appointment

The owner appoints the property manager to exclusively manage the property listed above and acknowledges that with this appointment the property manager, under the terms of the Residential Tenancies Act 1986 and its amendments (RTA) is to act on the owner's behalf as if they were the landlord.

2. Rent

The Owner authorizes the Property Manager to collect all rents owing from time to time on the property and to disburse them monthly within the first week of the following month.

3. Bond

The owner authorizes the property manager to collect a bond to be paid to the bond centre on the owner's behalf and when the tenancy is terminated authorizes the property manager, after inspecting the property, to approve the refund to the tenant on the owner's account of all or part of this bond as in the property manager's judgment is decided fair and reasonable and in line with the rules of the Residential Tenancies Act and its amendments.

4. Tenancy Agreement

The Owner acknowledges and agrees that the property manager will draw up a tenancy agreement and sign this agreement on the owner's behalf. This agreement shall include a schedule of chattels and/or special conditions. If the property is to be let fully furnished, then the owner shall prepare a full chattel list prior to the letting.

5. Outgoings

The property manager is authorized:

- (a) to pay on the owner's account outgoing like rates, insurance etc **IF** requested by the owner. No fees apply for this service
- (b) to spend up to the equivalent of one week's rent on any one repair without reference to the owner.
- (c) to exceed this amount if in the opinion of the property manager such repairs are necessary to protect the property from damage or to maintain essential services to the tenants as called for in their tenancy agreement or under the RTA, or where expenditure is ordered by Tenancy Tribunal.
- (d) to arrange for and supervise any major repairs or renovations to the property **IF** authorized by the owner in writing or by e-mail.

6. Professional Management Fees

The owner acknowledges and agrees:

- (a) to pay the property manager a management fee of 7.6% plus GST of all monies collected by the property manager (other than bond for lodgement).
- (b) to pay \$99.00 to advertise the property on Trade Me and Wednesday Mover and a tenant's background and credit check.
- (c) that the property manager may deduct management fees and reimbursements for monies spent on account of the owner from rents and other monies collected as possible and to pay on demand any disbursements that are in excess of the rents collected should this be required.

For the payment of disbursements, invoices and accounts for maintenance, the owner instructs, that all invoices will be paid by The Good Home Property Management Ltd by deducting these from the rent collected where possible or as advanced by the owner. The Good Home Property Management Ltd is to arrange all maintenance of the property in consultation with the owner. The Good Home Property Management Ltd will notify the owner immediately of any major repairs due.

7. Statements

The property manager will send a statement within 7 days after the last day of each month. Payments into the nominated owners account will be made as soon as possible after the 1st day of each month, but no later than within 7 days.

8. Property Inspections

The Good Home Property Management Ltd will carry out and document regular inspections of the property: approximately after the 1st month of a new tenancy being established, then approximately 3 monthly.

10. Termination

Either party may terminate this agency by giving to the other one month notice. The termination shall take effect as per the last day of the month following the receipt of the notice. The same shall apply to any changes to this contract.

Should the owner terminate this agreement within the first 6 months, payment of the equivalent of the expected management fees (minus any such fees paid in this period) shall be payable to the property manager. If the agreement is ended by the owner without notice having been given as above, commission shall be payable for the required notice period as if the usual rent had been collected.

11. Rent Reviews

Rent reviews are undertaken to assess the rental against market rents. Not all rent reviews result in rent increases, as factors such as tenant quality, period of tenancy, current market conditions are also considered. Rent reviews will be conducted before each new tenancy is established and annually thereafter.

12. Indemnity

I/We acknowledge that The Good Home Property Management Ltd does not guarantee payment of the rent or the condition of the property. The owner accepts that the property manager is not responsible for any injury to person and/or damage to property arising out of the condition of the premises or any hazard in and about the premises and the owner shall indemnify the property manager with respect to any claims brought against him/her with respect to such injury or damage. The owner acknowledges that The Good Home Property Management Ltd does not guarantee the ongoing reliability of the tenant.

The owner acknowledges that the property manager may have statutory obligations under Acts of Parliament, and their subsequent amendments, such as, but not limited to; the Residential

Tenancies Act 1986 and its amendments, the Health and Safety in Employment Act 1992, The Human Rights Act 1993, The Consumers Guarantee Act 1986, The Fencing of Swimming Pools Act 1987, The Building Act 2004.

The owner acknowledges that The Good Home Property Management Ltd have agreed to make available to the owner the terms and conditions of the intended tenancy agreement on request.

The owner recognizes the inherent risks of property and tenancy management and that the acts of tenants, and other persons are beyond the control of the property manager and the owner hereby indemnifies The Good Home Property Management Ltd against all claims howsoever arising against the property manager pursuant to the performance by the property manager of the owner's obligations in the terms of this appointment.

The owner, by signing this agreement, warrants that they are the owner of the rental premises and/or are authorized to enter into this management agreement on behalf of further owners and has or have authority to appoint the manager.

The owner warrants that the property has all relevant building and resource consents and complies with all council requirements as to building and town planning requirements, health and safety requirements and fencing of swimming pool requirements.

The owner warrants that they will ensure the property is fully insured at the commencement of the tenancy and shall remain fully insured during the term of the management authority.

The owner warrants that the rental premises are not on the market for sale and will not be on the market for a minimum of six months. If the property is on the market the Owner warrants that the owner has given the tenant(s) or prospective tenant(s) the required notice under s 47 of the Residential Tenancies Act 1986. The owner is aware, that he/she needs to notify the property manager immediately if the property is going to be offered for sale so that the property manager can fulfill his/her obligations to the tenant. (Notification as per RTA.)

Owner: _____

Hastings, the _____

Property Manager: _____

Hastings, the _____

INFORMATION ABOUT THE PROPERTY AND OWNER DETAILS

Address: _____

Available from: _____ Expected rent per week: _____

Bedrooms: sgl: _____ double: _____ Bathroom/s: _____

Separate Toilet: _____

Max. Persons Occupancy: _____ Children: _____ Pets: _____

Kitchen: _____

Parking: _____

Style/Age/Condition: _____

Access arrangements: _____

Current Tenants: _____ Phone: _____

Insurance Company: _____ Aware house is rented? _____

Preferred trades people: _____

State of insulation? _____

Source of Heating: _____

Owner address for service: _____

Phone Fax E-mail: _____

BankA/c _____

Other comments, advice, instructions: