

YOUR  
LOGO  
HERE

# MANAGEMENT AGREEMENT

**Property Address**

**Contents of Agreement**

Party Details

Property Details

Insulation Statement

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MANAGEMENT AGREEMENT

Party Details

Rental property address

⚠ To be exclusively managed by the Property Management company referred to on page 2, of the Management Agreement. The address of the property is considered “the workplace” and “same matter” under section 34 of the Health and Safety at Work Act 2015.

AGENTS DETAILS - PCBU

Property management company

Office phone

Business address

Property manager's name

Phone Mobile

Email

Property manager's name

Phone Mobile

Email

PROPERTY OWNER'S DETAILS - PRINCIPAL/LANDLORD/PCBU

Company/trust name (if applicable)

⚠ Where the property is owned by a company, provide the directors' details. Where the property is owned by a trust, provide the trustees' details.

Full name

Physical address for service

Alternate address for service

Phone Mobile

Email address for service

Place of work

Work phone

ADDITIONAL OWNER'S DETAILS

Full name 2

Phone 2 Mobile 2

Email address for service 2

Full name 3

Phone 3 Mobile 3

Email address for service 3

## Party Details

## Account name

Account number

## Reference

Bank/Branch

### Payment frequency

Monthly

Specify date

Accounts to be paid on my account

## Water rates

## Council Rates

Insurance

Body corporation

Other

Please provide one of the following examples of verification

Copy of bank statement header

Copy of deposit slip

Screenshot of bank account number and name

If you are unreachable, you give authority for this person to authorise our company to take any required action to the tenancy.

Full name

Physical address for service

Email address for service

Phone

Mobile

## Commencement Date

/ /

### Minimum Term of Management

 **IMPORTANT:** Please read the Healthy Homes Exit Clause below carefully and tick the checkbox to show you have read and understand the clause.

From and after the 01/07/2021 all new and renewed rental properties shall be subject to Healthy Homes compliance within 90 days. Where the manager becomes aware that the rental property is not compliant with the Healthy Homes Regulations and is unlikely to be so before the expiry of 90 days, the manager may at the manager's sole discretion terminate the management on \_\_\_\_\_ days notice in writing, served by the manager on the owner at the owner's address for service, set out in the management agreement.

I have read and understand the Healthy Homes Exit Clause

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RATES OF REMUNERATION

It is agreed the agent shall be paid in consideration for managing the property(s). Standard rates below (if applicable):

|    |  |
|----|--|
|    | % + GST on all rents collected   |
|    | % + GST of the cost of arranging and/or supervising, repairs, maintenance or renovations |
|    | % + GST on all project management  |
|    | for each award of exemplary damages against the tenant(s)                                |
|    | % + GST miscellaneous rate   |
| \$ | + GST on attending mediations or hearings  |
| \$ | + GST on credit check fee per tenant   |
| \$ | + GST advertising fee per tenancy  |
| \$ | + GST monthly admin fee  |
| \$ | + GST initial detailed Property Condition Report   |
| \$ | + GST inspection fee   |
| \$ | +GST insurance claim fee   |
| \$ | +GST EoYF statement fee  |
| \$ | +GST Inventory list fee (semi/fully furnished)   |

Letting Fees

AVAILABILITY AND TERM

|                            |     |    |                                     |          |       |
|----------------------------|-----|----|-------------------------------------|----------|-------|
| Is this a current tenancy? | Yes | No | Change of agent bond form required? | Yes      | No    |
| Tenancy available from     | /   | /  | Preferred tenancy type              | Periodic | Fixed |
| Minimum fixed term         |     |    | or until                            | /        | /     |

RENT AND BOND

|           |                  |
|-----------|------------------|
| Rent (\$) | per week         |
| Bond (\$) | being weeks rent |

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INSPECTIONS AND MAINTENANCE

|                                    |                             |
|------------------------------------|-----------------------------|
| Inspection frequency               |                             |
| Repairs up to the value of (\$)    | +GST (e.g. broken door)     |
| Disbursements to the value of (\$) | +GST (e.g. building report) |
| Other                              | +GST                        |

BODY CORPORATE (for insurance purposes)

Is there a Body Corporate for this rental dwelling? Yes No

The landlord agrees to supply a copy of the Body Corporate Rules to the agent/property manager as soon as practicable.

Body Corporate Rules provided

COMPLIANCE INFORMATION

|   |     |    |
|---|-----|----|
| Where there are two or more dwellings on one title, can either be lawfully rented independently from the other? | Yes | No |
| Does the rental dwelling fully comply with Resource Management Act and/or town planning consents?               | Yes | No |
| Does the rental dwelling fully comply with all necessary building consents?                                     | Yes | No |
| Are there any/other matters which might adversely affect the management of the property we should know about?   | Yes | No |
| Do you as the owner/owners warrant that the agent can safely rent the rental dwelling?                          | Yes | No |
| Does the property comply with all Health & Safety enactments as they apply to the premises?                     | Yes | No |
| Has the property been tested for methamphetamine contamination?   | Yes | No |
| If yes, what was the test date?   | /   | /  |
| Would you like the agent to have the property tested for methamphetamine?                                       | Yes | No |
| If yes, would you also like the property being tested between tenancies?  | Yes | No |
| Does the property have a functioning fire escape system?  | Yes | No |
| Is the property on the market for sale?   | Yes | No |
| If yes, has the tenant received a written notice under S.47?  | Yes | No |
|   | Yes | No |
|   | Yes | No |

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POOL/SPA MAINTENANCE

|                            |        |          |                |
|----------------------------|--------|----------|----------------|
| Maintenance responsibility | Tenant | Landlord | Not applicable |
|----------------------------|--------|----------|----------------|

Does the fence surrounding the pool/spa comply with the Fencing of Swimming Pools Act 1987 and, if required, the Building Act 2004?

|     |    |          |                |
|-----|----|----------|----------------|
| Yes | No | Not sure | Not Applicable |
|-----|----|----------|----------------|

SMOKE ALARM DISCLOSURE STATEMENT

|  |     |    |                                 |
|--|-----|----|---------------------------------|
| Smoke alarm within 3m of all bedrooms?     | Yes | No | ⚠ If unsure, please select 'No' |
| At least one smoke alarm per storey/level? | Yes | No |                                 |
| All smoke alarms within expiry period?     | Yes | No |                                 |

|                     |   |   |                                  |   |   |
|---------------------|---|---|----------------------------------|---|---|
| Alarm 1 expiry date | / | / | Alarm 1 or batteries last tested | / | / |
| Alarm 2 expiry date | / | / | Alarm 2 or batteries last tested | / | / |
| Alarm 3 expiry date | / | / | Alarm 3 or batteries last tested | / | / |
| Alarm 4 expiry date | / | / | Alarm 4 or batteries last tested | / | / |
| Alarm 5 expiry date | / | / | Alarm 5 or batteries last tested | / | / |
| Alarm 6 expiry date | / | / | Alarm 6 or batteries last tested | / | / |

|               |               |           |         |
|---------------|---------------|-----------|---------|
| Type of alarm | Photoelectric | Hardwired | Unknown |
|---------------|---------------|-----------|---------|

If type of alarm unknown, who will confirm type?

|                  |       |
|------------------|-------|
| Property Manager | Owner |
|------------------|-------|

Testing in-between tenancies

|                             |                  |
|-----------------------------|------------------|
| Property Manager to arrange | Owner to arrange |
|-----------------------------|------------------|

KEYS AND ALARMS

|                         |                                   |
|-------------------------|-----------------------------------|
| Number of keys supplied | Number of garage remotes supplied |
|-------------------------|-----------------------------------|

Contact person for keys

Contact person phone

|            |           |
|------------|-----------|
| Alarm code | Door code |
|------------|-----------|

Control location

PETS AND SMOKERS

|                        |     |    |       |
|------------------------|-----|----|-------|
| Are pets permitted?    | Yes | No | Notes |
| Are smokers permitted? | Yes | No | Notes |
| Are vapers permitted?  | Yes | No | Notes |

HEALTH AND SAFETY AT WORK ACT 2015 (for asbestos compliance purposes)

Construction date

/ /

I/We confirm that I/We are aware of the potential threat posed by asbestos at the tenancy premises.

Approach to having a survey completed

|            |           |
|------------|-----------|
| Pro-active | Re-active |
|------------|-----------|

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SEPTIC SERVICES

|   |     |    |
|---|-----|----|
| Is there a septic tank at the property? | Yes | No |
| If yes, what date was it last emptied?  | /   | /  |
| If yes, what date was it last serviced? | /   | /  |

LIABILITY

Power

|              |        |          |                    |
|--------------|--------|----------|--------------------|
| Meter number |        |          |                    |
| Reading      |        |          | Last date read / / |
| Liability    | Tenant | Landlord | Not applicable     |

Gas

|              |        |             |                    |
|--------------|--------|-------------|--------------------|
| Supply type  | Mains  | LPG Bottles |                    |
| Meter number |        |             |                    |
| Reading      |        |             | Last date read / / |
| Liability    | Tenant | Landlord    | Not applicable     |

Water

|              |        |          |                    |
|--------------|--------|----------|--------------------|
| Meter number |        |          |                    |
| Reading      |        |          | Last date read / / |
| Liability    | Tenant | Landlord | Not applicable     |
| Supply       | Town   | Tank     | Bore               |

Chimney Sweep

|                    |        |          |                |
|--------------------|--------|----------|----------------|
| Date last serviced | /      | /        |                |
| Usable?            | Yes    | No       |                |
| Liability          | Tenant | Landlord | Not applicable |

Gardens

|           |        |          |                |
|-----------|--------|----------|----------------|
| Liability | Tenant | Landlord | Not applicable |
| Notes     |        |          |                |

Lawns

|           |        |          |                |
|-----------|--------|----------|----------------|
| Liability | Tenant | Landlord | Not applicable |
| Notes     |        |          |                |

Telephone

|           |        |          |                |
|-----------|--------|----------|----------------|
| Liability | Tenant | Landlord | Not applicable |
| Notes     |        |          |                |

Internet

|           |        |          |       |
|-----------|--------|----------|-------|
| Liability | Tenant | Landlord |       |
| Type      | Fibre  | ADSL     | Other |

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# Property Details

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**KNOWN RISK AT THE PROPERTY** (e.g. Slippery deck)

**Risk analysis** - Section 34 HASAW Act 2015 states that PCBU's have a duty to co-operate or agree on a matter.

- 1
- 2
- 3

**HOW RISKS WILL BE RESOLVED/MINIMISED** (e.g. Have deck cleaned)

**Task Checklist** - Section 34 HASAW Act 2015 states that PCBU's have a duty to co-ordinate or take action on a matter. Section 30 states that PCBU's have a duty to eliminate or minimise risk.


- 1
- 2
- 3

**HEALTHY HOMES**

- ☐ I can supply a third party healthy homes assessment
- ☐ I can supply a completed Tenancy Services healthy homes assessment
- ☐ I would like my property manager to arrange this

**FIXED COSTS/AUTHORITY TO ACT ON BEHALF**

- ☐ Rates
- ☐ Water rates
- ☐ Insurance details

 You give us authority to act on your behalf and obtain information from the insurer, council etc. and pay bills on behalf of you.

**GENERAL PROPERTY INFORMATION**



**TERMS & CONDITIONS**

TERMS & CONDITIONS (continued)

NOTICES

The agent may, at the agent's sole discretion, change or increase any and all current or future charges herein by giving the owner/s calendar months notice in writing to the owner/s address for service.

This Management Agreement may be terminated by either party (subject to the other rights of the agent set out herein) on calendar months notice in writing only after the expiry of any minimum term set out herein, however the minimum term may be terminated early where the Healthy Homes Exit Clause is invoked, and shall be sufficiently served by being delivered electronically or in person, or posted to an address for service of the owner referred to in this authority and in respect of the agent, to the agent's current business address.

**⚠ IMPORTANT:** Failure of a PCBU to meet a required standard under the Residential Tenancies Act 1986 or The Health and Safety at Work Act 2015 may result in a civil suit or prosecution. Although The Tenancy Practice Service LTD takes all reasonable steps to provide up to date information, resources and training, this will not necessarily prevent a prosecution or civil law suit.

SIGNATURES

By signing this Management Agreement, the below parties agree to all of the terms of the Management Agreement.

|  |                   |   |   |
|--|-------------------|---|---|
| Signature                                  | Consultation date | / | / |
| Property owner name (PCBU)                 |                   |   |   |
| Signature                                  | Consultation date | / | / |
| Management company's representative (PCBU) |                   |   |   |

# MANAGEMENT AGREEMENT

## Insurance Statement

| Is the property insured? | Yes | No |
|--------------------------|-----|----|
|                          |     |    |

 The owner/s agree that the owner/s will arrange insurance on the rental property. Please advise your insurer that the property is a rental property.

## INSURANCE DETAILS

Insurance company

Insurance type (e.g. Insurance Company Name LTD - Dwelling Insurance)

Policy number

Excess amount

Address

### Details of the monetary excess of the policy

Insurance company

Insurance type (e.g. Insurance Company Name LTD - Landlord Risk)

Policy number

Excess amount

Address

### Details of the monetary excess of the policy

 A copy of the insurance policy/policies is available to the tenant upon request.

## LANDLORD DETAILS

I/We hereby authorise the manager to contact our insurance company (name of company) and any obtain the details set out above concerning the policy.

I/We authorise and instruct the manager use the information supplied by me/us or by the insurance company to be used for any and all purposes directly connected with the management of my/our rental property.

Signature

Name \_\_\_\_\_ Date     /     /

☐ I understand that it is my responsibility to advise my property manager of all changes to any excess amounts that are amended/changed during the course of any tenancy.

## Provisions

- Landlord must disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
- Landlords must provide tenants with this insurance information (if requested within a reasonable timeframe) and provide updated information within a reasonable timeframe if insurance information changes, or (where they are not the insurance holder) within a reasonable timeframe of becoming aware of the changes.
- If tenants or their guests damage a rental property as a result of careless behaviour, the tenant is only liable for the cost of the damage up to four weeks' rent or the insurance excess (if applicable), whichever is lower. Tenants on income-related rents are liable for the cost of the damage up to four weeks' market rent or the insurance excess (if applicable), whichever is lower.
- Tenants will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.