



## **Min Sarginson Real Estate Limited MANAGEMENT AUTHORITY FOR RESIDENTIAL RENTAL**

I/We hereby appoint Min Sarginson Real Estate Ltd to act as my/our Agent and Property Manager on the terms and conditions set out below with respect to the property and other details referred to in the schedule (the schedule when completed shall form part of this rental management authority).

And I/We authorise and instruct you: **Min Sarginson Real Estate Limited**

- To advertise for tenants, as and when necessary and to sign tenancy agreements on my/our behalf and I direct you to charge any letting fee to the tenant.
- To Rent my property on **periodic tenancy** or for a **fixed term** of \_\_\_\_\_ months (select one) using your usual tenancy agreement form.
- **Furnished Rentals:**

We recommend any sentimental and/or valuable items be removed from the property. We also recommend the owner make a chattel list for their records. We will on request, note on our property inspection report (copy attached) any specific items unable to be removed from the property. These will be checked at property inspections. However, knives, forks, crockery, soaps, towels, cushions, pillows, bedding, etc, are the sole responsibility of the owner. Min Sarginson Real Estate Limited and its agents will not be held liable for the loss or breakages of incidental items. These should be covered in the owner's insurance policy and we also recommend that you notify your insurance company that your property has become a rental property.
- To complete a property inspection report at the beginning and end of each new tenancy.
- To complete a credit check from Baycorp Advantage at a cost of \$40:00 (plus gst), to the owner.
- To collect a Bond equivalent to three (3) weeks rent and to pay the same to the Ministry of Housing within 23 working days of receipt and to refund to the tenant at the end of the tenancy any part of the bond as is in your judgement appropriate.
- To collect rental payments as and when they fall due for payment.
- To take all reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the tenancy agreement.
- To inspect the property twice every twelve months and to make a written report of the inspection.

- To resolve any dispute with the tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal.
- To pay all expenses and regular out goings authorised by me/us as set out in this agreement.
- To review the rent every twelve months and recommend to me/us the appropriate market rent.
- To effect repairs to the rented property as and when these become necessary and in accordance with the instructions given in this schedule.
- To deduct from any monies held to my/our credit your proper charges and reimbursement for monies spent on my/our account.
- To credit me/us the balance of any monies held by you to my/our bank account, details of which are contained in the schedule hereto together with a financial statement, as soon as possible after your balance date at the end of each month.

## Schedule

- Owners Full Name and Address: \_\_\_\_\_  
(ALL OWNERS MUST BE ENTERED)

Phone home: \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

- Landlord paid: **Monthly/Twice Monthly** (select one) to be paid as follows:

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Monthly Statement **posted/emailed** (select one) to: \_\_\_\_\_

- Owners Solicitors and /or Power of Attorney:

- Insurance Policies:

Company: \_\_\_\_\_ \$ \_\_\_\_\_ premium amount. Due Date: \_\_\_\_\_

House Owners:

House Holders:

Other:

Does your insurance policy cover theft of chattels by the tenant/occupant? **Yes/No**

- **Management / Casual Let** (select one)

- Address of Rental Property: \_\_\_\_\_

- Date Listed: \_\_\_\_\_ Date Available: \_\_\_\_\_

- Property Type: **Flat / House / Unit / Apartment** (select one)

- Rental range: from: \_\_\_\_\_ to: \_\_\_\_\_ per: **day / week / fortnight / month** (select one)

- Repairs and Maintenance - I instruct you as follows:

- a) effect on my/our behalf repairs of any kind up to the value of \$ \_\_\_\_\_
- b) repairs exceeding the sum of \$ \_\_\_\_\_ shall require my/our approval
- c) repairs ordered by the Tenancy Tribunal shall not require my approval
- d) repairs in any emergency situation or to protect the property or to protect the health and safety of the tenant shall not require my approval.

- Floor Coverings:  
Age of carpet/floor covering in the property \_\_\_\_\_months/\_\_\_\_\_Years  
Are the carpet/floor coverings covered by insurance? **Yes/No**
- Chattels List:  
If rented furnished, chattels list to be prepared by Owner/s
- On the Market: Is the property on the market for sale? **Yes/No**  
If yes have you or an agent served a S.47 Notice? **Yes/No**
- Pets: **are/are not** permitted (specify any pets permitted \_\_\_\_\_)
- Grounds: I wish to have the **Tenant/Contractor** maintain the grounds (select one).
- Swimming Pool/Spa Pool: I wish to have the **Tenant/Contractor** maintain the pool(s) (select one).
- Keys: How many sets of keys are you supplying me/us? \_\_\_\_\_
- Telephone: Is the telephone connected and still in Owners name? **Yes/No**  
- Do you instruct us to disconnect it? **Yes/No**
- Maximum number of Occupants - shall be: \_\_\_\_\_
- Tradespersons - preferred tradespersons are:  
  
Electrician: \_\_\_\_\_  
Plumber: \_\_\_\_\_  
Drain Layer: \_\_\_\_\_  
Builder: \_\_\_\_\_
- Water Charges: The last water meter reading was \_\_\_\_\_ Reading \_\_\_\_\_

#### **PROPERTY DETAILS**

AGE: (approx) _____		EXTERIOR: _____	
HEATING: _____		ROOF: _____	
INSULATION: _____		FENCE: _____	
LIVING ROOMS: _____	DINING: _____	STUDY/SUNROOM: _____	
BEDROOMS: _____	LAUNDRY: _____	BATHROOM: _____	
BASEMENT: _____	GARAGE: _____	CARPORT: _____	
FURNISHED: <b>Y/N/P</b>		SMOKERS	<b>Y/N</b>
STOVE: <b>Y/N</b>	COOKTOP: <b>Y/N</b>	OVEN: <b>Y/N</b>	FRIDGE: <b>Y/N</b>
M/WAVE: <b>Y/N</b>	RANGEHOOD: <b>Y/N</b>	BLINDS: <b>Y/N</b>	CURTAINS: <b>Y/N</b>
TV AERIAL: <b>Y/N</b>	LIGHT FITTINGS: <b>Y/N</b>	HEATERS: <b>Y/N</b>	
OTHERS: _____			

**In consideration** of you performing the above duties I/We agree that you shall be entitled to be paid for your services as follows:

- **Collection of Rent** On all rents collected 7.5% + GST
- **Repairs** Arranging and/or supervising, repairs, maintenance or renovations, the cost thereof 7.5% + GST.
- **Mediations/Hearings** On attending mediation's or hearings and all related matters under The Residential Tenancies Act 1986, a fee commensurate with the time involved in each case, but not exceeding \$160.00 + GST without prior approval. (\$40.00 + GST per hour)
- **Inspections** For each second annual inspection of the property, a fee of \$50.00 + GST
- **Payment of Outgoings** Regular Outgoings to be paid as follows **(delete if not applicable):**

Insurance Premia	Mortgage Installments	Body Corporate levies
Local Body Rates	Water Rates	Other

and to charge me/us \$15.00 + GST for each payment.

- **Termination:** This authority may be terminated by either party giving three (3) months notice in writing to the other and shall be sufficiently served by being delivered or posted to the address for the owner referred to in this authority and in respect of the agent, to the agent's current business address. In the event of termination by the owner without sufficient notice to the agent, an administration/service charge will be charged to the owner. This charge will be based on 7.5% plus GST of the estimated rent due over that period of time which covers the notice period shortfall, calculated at the current rental rate of the property at the time of termination of this contract.

I/We acknowledge that by entering this agreement the agent does not accept liability for damage done to the property by the tenant or any other person nor does the agent accept liability for the tenants failure to carry out any term of the Tenancy Agreement.

I/We as owner/s acknowledge, I/We indemnify the agent against all actions/claims/costs and expenses whatsoever, which may be taken or made against the agent in the course of and arising out of the proper performance of the agents duties as the Property Manager or the exercise of any powers, duties or authorities contained in this management authority.

I/We as owners acknowledge that if we instruct the Property Manager not to rent the property at any time during the currency of this authority then I/We still agree to pay the Property Manager's commission and letting fee plus GST, as if the property was rented, at the same rate of commission as the preceding month.

If the Property Manager completes the process of advertising, receiving and perusing applications, checking references and has otherwise facilitated the introduction of a suitable tenant, then if after that time and before the tenant has signed a written tenancy agreement with the Agent/Property manager, the owner shall withdraw the property from the market for any reason, then the owner shall be liable to pay the Agent/Property Manager a letting fee equivalent to the letting fee lost by reason of the owners withdrawal of the property from the market.

I confirm that the details supplied in the schedule are correct and I acknowledge that I have read and understood this management authority and that I have been supplied with a signed copy.

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner/s or authorised signatory

\_\_\_\_\_  
Signature of Agent or authorised signatory

**(ALL OWNERS MUST SIGN)**