

# Auckland Rentals Limited



**Agreement between Auckland Rentals Limited (Agent)**  
and \_\_\_\_\_ **(Owner)**

**Premise to be managed** \_\_\_\_\_

**Both parties agree the following:**

1. Management: The owner appoints Auckland Rentals Ltd to act as Property Manager upon the terms herein provided for the renting, tenancing and managing of the premises and agrees to pay the charges as prescribed by Auckland Rentals Ltd scale of fees until the agency is terminated in writing by either party upon three months' notice after the expiry of the minimum term.
2. Minimum Term: This authority shall have a minimum term of twelve (12) months from the time the first tenancy is signed. If the contract is terminated by the owner within the first 12 months, a termination fee of \$300+GST will be charged.
3. Payments to be made: Auckland Rentals Ltd is hereby authorised to pay the following disbursements from rents collected: - Repairs & Maintenance to a maximum of \$200 (plus GST) , rates, body corporate fee, utilities or any other fees specified by the owner.
4. Fees: Auckland Rentals Ltd is hereby authorised to deduct from rents collected the following Fees and Commissions (plus GST):
  - The cost of new letting at one week's rent plus GST however this charge is to be capped at \$360 plus GST.
  - Commission charges for the management of this property set at 7.50% of all rents and maintenance charges.
  - Property Inspections set at \$40.00 per Inspection.
  - Water rates collections set at \$5 per collection.
  - Tenancy tribunal application: \$25 per application.
  - Tenancy tribunal attendance: \$75 per attendance.

NOTE: All charges are subject to variations at one (1) months notice.
5. Reporting: Auckland Rentals Ltd is required to render to the Owner a monthly statement of monies collected, charges deducted, and accounts paid, and remit to the owner all receipts less disbursements. If at any time the disbursements are in excess of the rents collected the owner hereby agrees to pay such excess promptly upon demand.
6. Auckland Rentals Ltd's Authority: Auckland Rentals Ltd is authorised to: Select Tenants; Sign Tenancy Agreements for the premises or any part thereof; Collect rents due; Issue receipts for monies collected; Exercise the Landlord's right to terminate Tenancies; Serve notices upon Tenants; Issue notice to terminate the Tenancy; Take such action against the tenants and all such things necessary to commence and obtain an order for possession or an order to terminate the Tenancy from the Tribunal and any appeal arising there from.
7. Re-letting: At the end of each tenancy or in the event of a vacancy Auckland Rentals Ltd is to contact owner and re-let the said property. Auckland Rentals Ltd is authorised to advertise the availability for rental of the premises and prepare and distribute promotional material, credit check prospective tenants and to photographically record the condition of the premises at the commencement of each tenancy.
8. Bond: Auckland Rentals Ltd is to: Collect the bond from each tenant and deposit the same with the Ministry of Housing – Tenancy Services; Initiate the refund of the bond monies to the tenant by the Ministry of Housing – Tenancy Services upon satisfactory completion of the tenancy; Where necessary to lodge claims against bond money under the rules of the Residential Tenancies Act 1986. Where a Right to Occupy form is used, the bond is then to be held in Auckland Rentals Limited Trust Account.
9. Repairs: Auckland Rentals Ltd is authorised to make or cause to be made any repairs or alterations and to do the decorating of the said premises, to purchase supplies and pay all accounts associated. Auckland Rentals Ltd agrees to secure prior approval of the owner on all expenditure exceeding \$200 for any one event, except monthly operating charges and/or emergency repairs in excess of the maximum if, in the opinion of Auckland Rentals Ltd, such repairs

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Reception, 26 Te Taou Cre, Auckland Central, Auckland 1010

Ph: +649-3651427 Fax: +649-3651428 Mobile: +64-226245785

Page 1

# Auckland Rentals Limited



are necessary to protect the property from damage or to maintain essential services to the tenants as called for in their Tenancy Agreement.

10. Inspections: Auckland Rentals Ltd is authorised to carry out inspections of the premises at Quarterly intervals at the rate set out under Fees in clause 4 of this authority for each inspection.

11. Insurance: The owner undertakes responsibility to ensure the premises and chattels has the rental property insurance cover and hereby authorises Auckland Rentals Ltd to represent their interests and to liaise on their behalf with the insurance company.

12. Property Insulation: Is the property properly insulated according to the government regulations and law?

Yes                      No                      (please circle the correct one).

13. Working Alarm: Are working alarms installed in the property according to the government regulations and law?

Yes                      No                      (please circle the correct one).

14. Do you authorise to carry out Methamphetamine test before management commence?

Yes                      No                      (please circle the correct one).

15. Auckland Rentals Ltd Indemnity: (a) The owner will hold and keep indemnified Auckland Rentals Ltd against all suits proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against Auckland Rentals Ltd in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of Auckland Rentals Ltd herein. (b) The owner acknowledges that this authority is subject to the Residential Tenancies Act 1986 and any other Act passed by Parliament affecting residential tenancies. (c) The indemnity given by the owner pursuant to clause 16 (a) hereof shall be extended to include any illegal activities undertaken by the tenants at the property TO THE INTENT that Auckland Rentals Ltd shall be kept indemnified against liability for all such illegal acts, property damage caused by, or attributed to the illegal acts, together with any consequential losses which are alleged to flow from the said illegal activities. The owner agrees to pay or meet the full payment of any fees, charges, costs, demands and expenses whatsoever the Body Corporate, and/or the Building Manager and/or the Management Company may charge in order to get access to the property and perform normal letting duties.

Special Instructions and Information:

**Authority Signed: by the above named OWNER/S or Person duly authorised to act on behalf of the Owner/s**

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# Auckland Rentals Limited



<p><b>PROPERTY DETAILS</b></p> <p>Address: .....</p> <p>.....</p> <p>Features: Bedrooms..... Bathrooms.....Garage..... Carport..... Off St Parking.....</p> <p>Type: H Apt T/H Furnished / Unfurnished</p> <p>Property available for tenanting from: .....</p> <p>Agreed rental price: .....</p> <p>On the market for sale in 6 month: Yes No</p> <p>Inspections frequency preferred: .....</p> <p>Separate water meter per tenancy? Yes No</p> <p>Date meter read...../...../.....</p> <p>Reading:.....</p> <p>Septic tank: Yes No last cleaned at: .....</p> <p>Fireplace and chimney cleaning: Yes No</p> <p>Authorised service frequency: .....</p> <p>Heatpump: Yes No</p> <p>Authorised service frequency: .....</p> <p>Gas service: Yes No Certified: Yes No</p> <p>Service frequency: .....</p> <p>Insurance Company.....</p> <p>Contact Name/Broker.....</p> <p>Policy Number.....</p> <p>Garden &amp; lawns responsibility: landlord tenant</p> <p>Pool/spas responsibility: landlord tenant</p> <p>Body Corporate Levies Yes No</p> <p>Body Corporate Details (if any): Manager:.....</p> <p>Phone:.....</p> <p>Email:.....</p> <p>Body Corporate No:.....</p> <p>Potential safety hazards and risks identification: .....</p> <p>.....</p> <p>Pets: Yes No Negotiable Outside only animals: Dog Cat Caged Bird Fish</p> <p>Maximum number of persons who may reside in the premises:.....</p> <p>Smoking: Allowed Not Allowed Outside only</p> <p>Keys for Property:..... set(s)</p> <p>Room keys: .....</p> <p>Alarm code:.....</p> <p>Remotes:.....</p> <p>Insulation: Wall: Segment/blanket Injected None Ceiling: Segment/blanket Loose-fill None Underfloor: Segment/blanket Loose-fill None</p>	<p>Smoke alarms: Proper working smoke alarms: Yes No Number: ....</p> <p>In hallway within 3m of each bedroom door: Yes No</p> <p>Alarms on each level: Yes No</p> <p>Long life photoelectric alarms: Yes No</p> <p>Methamphetamine: Authorise to test before management commence: Yes No</p> <p>Authorise to test between tenancies: Yes No</p> <p>Property last tested on: .....</p> <p>Chattels: Stove Oven Blinds Curtains Light Fittings Fridge Washing Machine Dishwasher Grinder Rangehood Microwave Heatpump</p> <p>Other Chattels:.....</p> <p>.....</p> <p><b>LANDLORD DETAILS</b></p> <p>Landlord Name(s):.....</p> <p>.....</p> <p>Mob: .....</p> <p>Email:.....</p> <p>Please indicate if you would prefer to have your monthly statements emailed / posted</p> <p>Address for service: .....</p> <p>.....</p> <p><b>PAYMENT</b></p> <p>Account number: .....</p> <p>Account name: .....</p> <p>Bank: .....</p> <p>Payment frequency: monthly / bi-monthly (1<sup>st</sup>&amp;15<sup>th</sup> each month)</p> <p>Accounts to be paid on my behalf: Water rates: Yes No Council rates: Yes No Body Corporate: Yes No Insurance: Yes No</p>
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Page 3