

**RESIDENTIAL MANAGEMENT AUTHORITY AGREEMENT****Rented.org.nz – 211c Devon Street East, New Plymouth**P: (06) 769 6199 • F: (06) 769 6199 • E: [info@rented.org.nz](mailto:info@rented.org.nz) • W: [www.rented.org.nz](http://www.rented.org.nz)**PROPERTY ADDRESS**

This agreement was made on the following date:

DAY / MONTH / YEAR

**BETWEEN**.....  
[Property Owner(s) Name] (The Owner)**AND****Turner & Wilson Investments Limited trading as "Rented.org.nz"**

[Company Name] (The Manager)

**BACKGROUND**

This agreement gives the Manager the exclusive right to manage the tenancy premises referred to above and in the Schedule (which shall form part of this agreement) until such time when either party should terminate the agreement in compliance with this agreement.

**THE PARTIES AGREE****1. Owner's Obligations**

- 1.1 The Owner appoints the Manager to act as their exclusive agent to manage the property, referred to on this page and in the Schedule.
- 1.2 In consideration of the services to be performed by the Manager the Owner agrees to pay the Manager the commission set out in the Schedule and such other charges specified in this agreement, including any charges and/or adjustments to the management services charges that may arise from time to time following a review.
- 1.3 The Owner authorises the Manager to recite their name as principal on any tenancy agreement the Manager may prepare and any other relevant document the Manager may sign on behalf of the Owner.
- 1.4 The Owner acknowledges that with this appointment the Manager will act as if the Manager was the landlord and to do all things on the Owner's behalf necessary to manage the property effectively.
- 1.5 The Owner agrees that the information the Owner supplies to the Manager in this agreement and 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 at the Owner's expense, and after checking the background and credit worthiness of the successful applicant to select the most appropriate tenant on merit;
  - b. To rent the property to the most appropriate tenant and if that tenancy should come to an end for any reason to re-rent the property,
  - c. To use a written tenancy agreement
  - d. To rent the property on a **fixed term** or **periodic tenancy basis**
  - e. To conduct and record property inspections at the commencement of each new tenancy and at regular four monthly intervals throughout each tenancy.
  - f. To collect a bond from the tenant equivalent to 4 weeks rent and to pay it to the Tenancy Services Division of the Ministry of Housing and at the conclusion of the tenancy to sign the

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bond refund form and refund to the tenant such sum as the Manager deems fair and reasonable

- g. To collect rental payments 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 unpaid rent.
- h. To deduct from rent proper charges and reimbursement/disbursements for monies expended on behalf of the Owner.
- i. To ensure compliance with the terms of the tenancy agreement and the provisions of the Residential Tenancies Act 1986 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 cleansed and or/decontaminated; to serve fourteen day notices upon the tenant; to file applications to the Tenancy Tribunal on behalf of the Owners to receive and act on the orders.
- j. To conduct a review of the level or market rent regularly.
- k. To negotiate with contractors and organise all remedial or maintenance work at the tenancy premises whether that work is occasioned by the tenant or not.
- l. To review and if necessary adjust, from time to time with no less than 90 days notice of such, the management service charges payable under this Management Authority.

**3. Repairs**

- 3.1 The Owner authorises the Manager to spend up to the equivalent of one weeks rent for all repairs and maintenance to the property. However, the Manager shall not be required to obtain the Owner's consent where:
  - a. The repairs are urgent and necessary;
  - b. The failure to complete the repairs might endanger the tenant or any occupant, or
  - c. The failure to complete the repairs might cause the premises to no longer comply with any code or laws applying to the premises;
  - d. The failure to complete the repairs may risk damage or exacerbate damage to the premises;
  - e. The Tenancy Tribunal shall make a Works Order and there is limited time to comply with the Works Order

**4. Accounting and Statements**

- 4.1 The Manager shall account to the Owner for the rent received monthly and all payments made on the Owner's behalf within 3 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 request.
- 4.3 The Manager is instructed to credit any applicable credit balance direct to the account details as per the Schedule.

**5. Warranty as to Ownership or Authority as Landlord**

- 5.1 The Owner by signing this agreement warrants that they are the Owner of the rental premises or are authorised to enter into this management agreement and has or have authority to appoint the Manager.

**6. Resource Consents and Building Consents**

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- 6.1 The Owner warrants that the property has all relevant building and resource consents and complies with all council requirements as to building, including town planning requirements, health and safety requirements and fencing of swimming pool requirements.
- 7. Insurance**
- 7.1 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.
- 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. If the property is on the market the Owner warrants that the Owner has given the tenant(s) the required notice under section 47 of the Residential Tenancies Act 1986.
- 9. Manager's Responsibility and Restriction of Liability**
- 9.1 The Manager shall have the duty to carry out the responsibilities set out in this agreement and shall carry out those duties to the standard of care of a reasonable property manager.
- 9.2 The Manager undertakes to use best endeavours to ensure continuity of rental.
- 9.3 The Manager shall take due care in the performance of their contractual obligations but does not warrant and is not liable for any default by the tenant in the payment of rent or any other charges, causing damage to the property or the observance of other terms of the tenancy agreement.
- 10. Property Furnished**
- 10.1 If the property is to be let furnished, the Owner agrees to prepare the chattels list and deliver it to the Manager before letting.
- 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 instructs the Manager **to arrange/ not to arrange** landlord protection cover during the term of the management authority.
- 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 tenancy premises 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.

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**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 notice in writing naming the intended assignee and the date on which the assignment will be made and the Owner may then, but notice expiring on the date of the 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 shall be terminated as follows:

- a. By the Owner by the giving of 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 or email;
- b. By the Manager delivering to the Owner at the Owner's address for service notice in writing (including email to an email address) of any time period not being less than 14 days and not longer than three months;
- 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.

**17. Guarantee**

17.1 Within the first three months of the date of this Agreement, the Owner may terminate the Agreement by giving notice in writing (as detailed in *section 16.1 a* above) and be entitled to a full refund of all management fees the Owner has paid to the Manager since the date of this Agreement on the provision that the Owner reasonably believes that the Manager has not provided an acceptable standard of service as detailed in this Agreement.

**18. Acceptance of Appointment**

18.1 The Manager accepts appointment as Manager under the terms of this agreement and agrees to comply with the Code of Practice for Residential Property Managers and Letting Agents published by REINZ.

**19. Signatures**

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[Signature of Owner] (The Owner)

[Date]

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[Signature of Owner] (The Owner)

[Date]

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[Signature of Property Manager] (The Manager)

**Turner & Wilson Investments Ltd trading as "Rented.org.nz"**

[Date]

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**SCHEDULE**

PROPERTY DETAILS						Initial List Price: \$	P/W
Address:							
Bedrooms:	Bathrooms:	Fully Furnished:	Yes / No	Pets:	Yes / No		
Parking:				None / OSP / Carport (Single/Double) / Garage (Single/Double)		Fully Fenced:	Yes / No
Status:				Tenanted / Owner Occupied / Vacant		Date available:	
OWNER DETAILS							
Name(s):							
Contact Address:							
Email Address:							
Contact Phone:	HOME:		MOBILE:				
	WORK:		OTHER:				
Bank Details:	BANK:		ACCOUNT NAME:				
Account Number:							
Disbursements:	Disbursements will take place on the closest business day to the end, and middle of the month. I wish to have rent disbursed to the above account at (please tick one or both): <input type="checkbox"/> END OF THE MONTH / <input type="checkbox"/> MIDDLE OF THE MONTH						
[Please provide a deposit slip for your bank account] [Rent collected will be disbursed to this account]							
EMERGENCY CONTACT							
Name (s):							
Email Address:							
Contact Phone:	HOME:		MOBILE:				
SOLICITORS DETAILS:							
Company Name:				Contact Name:			
Email:				Phone Number:			

**INSURANCE DETAILS:** [Please include RENEWAL DATES and POLICY NUMBERS]

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**MANAGEMENT COMMISSION, FEES AND DISBURSEMENT DETAILS / CHARGES**

DESCRIPTION	OUR FEE	GST
On gross rent collected	10%	Excluding
On maintenance work completed (most agencies charge 10% of account)	NIL	
On attending mediations (per hour – normally upwards of \$50 per hour)	NIL	
On attending tribunal (per hour – normally upwards of \$50 per hour)	NIL	
On completing inspections every four months (normally \$20 each inspection)	NIL	
Basic advertising package (3 Websites, TradeMe, Daily News, Vacancy Lists)	NIL	
Administration fee (per month)	NIL	
Letting fee (payable by tenant with Owners consent/direction)	NIL	
On payment of insurance premiums	NIL	
On payment of rates	NIL	
On payment of body corporate fees	NIL	
Credit check fees (per successful application only)	NIL	
I/We instruct and direct you to recover the letting fee from the tenant under section 17(4)(c) of the RTA 1986		

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[Signature of Owner] (The Owner)

[Date]