

STRAIGHT UP

Property Management

Management Authority

Owner / PCBU Details:

(1) First Name _____ Last Name _____

Home/Office Ph: _____

Mobile: _____

Email address for service: _____

(2) First Name _____

Last Name _____

Home/Office Ph: _____

Mobile: _____

Email address for service: _____

Owners home address: _____

Owner/ Trust/ Company /PCBU: _____

Next of Kin or emergency contact: _____

Phone _____ Mobile _____

Email address _____

Payment details

Account number _____ Account Name _____

Payment preference: Monthly Twice Monthly

A statement is sent both mid-month and at the end of the month which will include copies of any invoices paid.

(Please note, monthly payments are made within 2 working days after the end of the month, and twice monthly payments are made on or around the 16th of the month, or the next working day)

Agents / PCBU Details:

COMPANY NAME	Straight Up Property Management Ltd	PROPERTY MANAGERS:	Louise Trembath
MOBILE:	+64 22 323 1662		
ADDRESS:	19 Annalise Place, Orewa		
EMAIL:	louise@straightuppm.co.nz		

How did you hear about Straight Up Property Management?

Referral: Please let us know who so we can thank them _____

STRAIGHT UP

Property Management

Page | 2

Terms & Conditions for Agreement:

I / We hereby appoint the previously stated agent to act as my / our agent and Property Manager (hereinafter called “the agent” on the terms and conditions set out below with respect to the property details and other matters referred to in the property details schedule (which schedule shall form part of this rental management agreement).

I / We authorise and instruct you:

- To recite our names on any tenancy agreement you prepare on our behalf.
- To use your style of tenancy agreement and in that agreement to prohibit the tenant from assigning, subletting, or parting with possession of the tenancy premises at any time.
- To advertise for tenants and to select the best applicant on merit and when necessary or appropriate to sign tenancy agreements on my / our behalf.
- If the agent completes the process of advertising, receiving and perusing applications, checked references and has otherwise facilitated the introduction of a suitable tenant, then at that time and before the tenant has signed a written tenancy agreement with the agent and the owner withdraws the property from the rental market for any reason, then the owner shall be liable to pay the agent a letting commission by reason of the owners withdrawal of the property from the market.

Bonds:

To collect the bond to be paid to Tenancy Services and when the tenancy is terminated I/We authorise you, after you inspect the property to approve the refund to the tenant on our account of all or part of this bond as you in your judgment decide is fair and reasonable.

Rent:

To collect rental payments as and when they fall due for payment. To review the rent on a regular basis and to recommend the appropriate market rent. To take all reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the tenancy agreement.

Tenant Selection:

To let the property when required and to prepare and sign Tenancy Agreement on our behalf. All tenants will be carefully selected, following thorough reference checks and also a credit check. Tenancy agreements will be signed on behalf of the owner. Straight Up Property Management will endeavour to maintain the relationship between property and tenant but does not take any liability for it if the relationship fails.

Market Rent:

To set new rent levels from time to time so that the property remains reasonably tenanted and reasonably reflects the current market level of rents for such properties.

Mediation and Tenancy Tribunal:

To take any action and or commence any application to the Tenancy Tribunal and in your sole judgement to resolve any dispute with the tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal. As owner I / We acknowledge that I /we are bound by mediated orders & Tenancy Tribunal decisions facilitated by the agent on my / our behalf.

STRAIGHT UP

Property Management

Page | 3

Privacy:

I/We agree to information relating to the property being passed to any person for marketing purposes and for the compilation and distribution statistics.

Enforcement:

The owner agrees that the agent will not enforce any money order made by the Tenancy Tribunal. Any enforcement of any money order shall be the responsibility of the owner.

Resource and Building Consents:

- (a) I/We warrant that the property has all relevant building and resource consents and complies with all council requirements as to building, health and safety requires and fencing of swimming pool requirements.
- (b) I/We are not aware of any pending or existing weather-tight issues affecting the building.
- (c) I/We to the best of our knowledge advise that the property has not been used for the production or manufacture of any illicit substances.

Health and Safety:

The parties agree that only authorised contractors will be used for work that is to be done at the property. For jobs that do not require an authorised contractor the appropriate tradesperson will be used. Section 203 (PCBU's must use a licensed, certified, or registered contractor). I/we as a property owner confirm that I am a PCBU Landlord and I acknowledge that I am responsible under HASAW 2015 jointly with my property manager / property management company / PCBU. I/we acknowledge that although my property manager will take all reasonable steps to contact me regarding repairs, if it is a Health and Safety matter my property manager has a duty to get the matter resolved regardless of whether I have given my permission to have the matter resolved. I/we agree to pay for all repairs.

By signing this Management Agreement, the owner/principal/PCBU agrees that the Property Manager / Agent on behalf of the principal, may be required to have the property tested for asbestos under the Health & Safety at Work Act and agrees to reimburse the agent for the cost of the test should it be necessary.

Insurance:

The owner agrees to maintain up to date insurance on the said property. The agent does not take any responsibility for any items that are not covered under the owner's insurance policy. **The owner further agrees to send Straight Up Property Management a copy of the insurance renewal document annually.**

Fees:

A commission of ~~8.5%~~ 7 % plus GST on all rents collected by the agent with respect to the tenancy covered by this authority and on all maintenance invoices and water invoices paid out of rental monies by the agent. The Agent reserves the right to review the commission amount of ~~8.5%~~ 7 % every two years. Any major repairs or renovations, the agent and owner will agree upon a fixed fee before commencement of the work.

Expenses:

To pay all expenses and regular outgoings authorised by me/us and to account to us monthly.

STRAIGHT UP

Property Management

Page | 4

Inspection:

The agent shall inspect the property 4 times per year and report on the condition of the property and any maintenance that may be required (as well as at the beginning and end of each tenancy). Inspections will be charged at \$50 +GST.

No Charge for initial in-going and vacate inspections completed during a standard working day.

If a vacate inspection is required on a weekend or public holiday due a landlord moving back in these will be charged at \$250 + gst.

Repairs and Maintenance

To effect repairs to the rented property as and when these become necessary and manage any contractors involved in accordance with the instructions below: Repairs ordered by the Tenancy Tribunal shall not require my approval. Repairs in any emergency or to protect the property or to protect the health and safety of the tenant shall not require my approval. If the quote or estimate of cost exceeds the monthly credit balance then the owner agrees to lodge sufficient funds to the agents' account before the work is undertaken

The owner agrees that the agent has the disbursement of one weeks rent plus GST or \$_____ for any repairs necessary without prior approval.

Letting Commission:

A letting commission (sometimes called a letting fee) is a one-off payment at the start of a new tenancy agreement.

This will come out of the tenant's first rent payment. The cost for this is one weeks rent + gst.

This charge helps to cover costs for the following items:

- Professional photography
- Photo Sign board
- Open homes / private viewings
- Comprehensive background & credit checking
- Comprehensive entry inspection
- Standard advertising on websites TradeMe & RealEstate.co.nz
(option to upgrade at an additional cost)
- Documentation preparation and execution

Smoke Alarms/Smoke detectors:

Due to the legal requirements to provide date of expiry of the smoke alarms, checking of smoke alarms at the commencement of a tenancy as well as checking them annually.

I/we authorise Straight Up Property Management to engage a reputable company at the landlords cost to ensure your home is compliant. The cost for this is \$114 including gst per annum. (prices may change). This annual charge also includes the replacement of any faulty smoke detector.

Monthly Accounting:

To deduct from any monies held to my/our credit, your proper charges and reimbursement for monies spent on my/our account and send me / us the balance of any monies held by you to my / our credit by cheque or to credit my/our bank account, together with a financial statement, as soon as possible after your balance date at the end of each month.

STRAIGHT UP

Property Management

Page | 5

Keys:

For security purposes the barrels for locks should be changed when a change of tenant takes place. This is not required for restricted keys.

There will be an additional service cost of \$40 + gst if we are not provided 3 full sets at the commencement of the management. Tenants are provided with 2 full sets of keys and a full set is retained in our office.

Professional Cleaning:

A tenant is only required to leave the home in a reasonably clean and tidy condition. Not to a professionally clean standard.

The landlord will pay for professional cleaners at the end of each tenancy if required. Up to a maximum amount of \$350 +gst.

Project Management:

If the property manager/agent facilitates testing, reporting, decontamination, demolition, remedial work and retesting (where appropriate) due to contamination caused by methamphetamine and / or asbestos and/or weathertightness issues, then the owner/principal agrees to pay all costs incurred in completing the work as well as to pay the agreed project management commission rate to the agent as outlined in the schedule.

Marketing Photos:

Professional photos taken for marketing remain the property of Straight UP Property Management and cannot be used by a third party unless permission is granted in writing by Straight UP Property Management.

Sale of A Property Management Portfolio: The owner agrees that the property manager /agent may sell the business portfolio comprising the managed property and other properties without requiring the owners consent before the sale but the manager /agent agrees that he /she/ it will within 30 days after settlement of the sale, advise the owners of the new managers details

Exclusivity:

The Owner agrees that this agreement is exclusive to the Agent/Manager appointed herein. By entering this agreement, the owner agrees that the owner will not compete with the Agent / Manager either personally or by appointing another agent or take any steps to do so. This agreement shall be for an initial fixed period which period shall be set out in this management agreement. After the initial fixed period has expired any further period of management shall be without a term and may be terminated by either party on three months' notice (subject however to the managers other rights set out herein). Should the owner breach this provision then the owner agrees to pay the agent appointed herein, commission at the agreed rate for the balance of the fixed term, notwithstanding the owner may have appointed another agent or purported to do so.

Indemnity:

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. The agent does not accept liability for any damage done by any contractor. This includes liability for any damage or loss caused by contractors organised to complete any work at the property.

STRAIGHT UP

Property Management

Page | 6

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, including where such loss by the Agent is due to any action or inaction as the case may be of the Owner and which limits or otherwise affects the ability of the Agent to carry out its duties.

If a dispute between the owner and the agent shall arise, and such dispute cannot be resolved to the satisfaction of the agent then the agent at the agent's sole discretion shall have the right to terminate this management agreement, forthwith by the agent giving written notice to the owner in terms of this paragraph.

If the agent shall receive a 14-day notice sent by the tenant, then the agent shall have full power and authority to remedy the complaint contained in the 14 day notice, whether or not I/we concur with the agent. If the owner shall give the agent instructions that conflict with the agents proposed remedy of the 14-day notice then the agent may at the agent's sole discretion treat such conflicting instructions as grounds to terminate the management agreement, forthwith by the agent giving written notice to the owner in terms of this paragraph.

Cancellation:

If either party wish to terminate this agreement, this must be done in writing after twelve months with a minimum of two months' notice. The agreement shall automatically roll over after the initial term.

Cancellation can be immediate if owner wishes to pay the notice period in full. If the owner is unable to uphold their responsibilities under the RTA, this can result in the agent giving immediate notice.

Tenancy renewal or new tenancy:

I/we authorise the agent to renew any fixed term or periodic tenancy without our written instructions provided the agent has taken all reasonable steps to contact us and has been unable to obtain our written instructions within any reasonable time frame. All terms and conditions herein shall transfer to any renewal whether it shall be for a fixed term or renewed on a periodic basis.

No liability for Damage / Methamphetamine Contamination / Arrears of Rent:

Straight UP Property Management shall use its best endeavours to ensure continuity of occupation at market rentals and maintenance of the property but shall not be liable to the Owner(s) for any defaults in payment to rent or any damage or contamination caused to property by any tenant or other payment due by the tenant or otherwise, whether or not the tenancy has been arranged by Straight Up Property Management.

Intermeddling:

If I/we place the rental property on the market for sale without first advising the agent, the agent may elect at their discretion to treat the management agreement as at an end, to give notice immediately confirming that decision. I/we agree that I/we will not sell the property without first advising the manager in writing.

On the market for sale:

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 s 47 of the Residential Tenancies Amendment Act 2010

STRAIGHT UP

Property Management

Page | 7

Body Corporate:

I/We agree that as proprietors of a body corporate unit, to advise the agent immediately of any change to body corporate rules.

Tenancy Agreement:

I/We acknowledge that our names/s will be declared on the Tenancy Agreement and further acknowledge that if the property is in the name of a Trust or a Company, Straight Up Property Management will be required to issue on our behalf 90 days' notice instead of 63 days if we or any member of our family require the property for our own use.

Acceptance of Appointment:

Straight Up Property Management accepts appointment as Property Manager under the terms and conditions of this agreement and agrees to comply with the Code Practice for Residential Property Agents and Letting Agents published by REINZ. If lawfully permitted to do so, I / we direct you to collect any letting fee from the tenant in terms S.17(4)(c) Residential Tenancies Act 1986

Insurance:

It is a requirement for landlords to supply insurance details. This information is required to be documented on any new tenancy agreement or variation to an agreement. This must be produced annually and a copy provided to the tenants at their request.

Is the property insured?	YES / NO
Insurance Company	
Policy Number Expiry Date of Policy	
Type of cover	
Excess Information	
Malicious Damage Cover Amount	
Name of Insured	
Are you insured for rent arrears and/or landlord risk under this policy?	YES / NO (no. of weeks) 8 14 Unlimited Not Sure

STRAIGHT UP

Property Management

Page | 8

Body Corporate / Building Manager – if applicable

Body Corporate Name	
Contact Name	
Contact Number	
Contact Email	
Body Corp Rules Supplied	YES / NO (If no, rules must be supplied prior to the start of management)
Water – billed through BC	YES / NO
Preferred supplier of power / gas if so please provide details	
Building Manager - name	
Contact Number	
Contact Email	

Alarms – Gate Codes – Door Codes

ALARM CODE: _____	DOOR CODE: _____
GATE CODE: _____	

Smoke alarms

Smoke Alarms/Smoke detectors – Due to the legal requirements to provide date of expiry of the smoke alarms, checking of smoke alarms at the commencement of a tenancy as well as checking them annually. I/we authorise Straight Up Property Management to engage a reputable company at the landlords cost to ensure you home is compliant. The cost for this is \$114 including gst per annum. (prices may change). This annual charge also includes the replacement of any faulty smoke detector.

Risk Analysis

Asbestos

HIGH RISK: Any property built, modified, or renovated between 1950 and 1970 or those where maintenance work or improvements are imminent that may change the current state of the property. Properties that fall into this category are high priority and should be actioned immediately.

MEDIUM RISK: Any property built, modified, or renovated between 1970 and 1990. Properties that fall into this category should be actioned ideally within 6 - 9 months.

LOW RISK: Any property built, modified, or renovated between 1990 and 2000. Properties that fall into this category should ideally be actioned within 12 months.

VERY LOW TO NO RISK: Any property built after 2000.

RISK ANALYSIS - Section 34 HASAW (Health & Safety at Work) 2015 states that PCBU's have a duty to co-operate or agree on a matter. **KNOWN RISK AT THE PROPERTY** - E.G. SLIPPERY DECK

1. _____

2. _____

TASK CHECKLIST - Section 34 HASAW 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. **HOW RISKS WILL BE RESOLVED / MINIMISED** - E.G. HAVE DECK CLEANED

1. _____

2. _____

ANY OTHER RELEVANT INFORMATION PERTAINING TO THE PROPERTY:

STRAIGHT UP

Property Management

Page | 10

PROPERTY INFORMATION

PROPERTY ADDRESS: _____

Date of construction; (required for asbestos compliance purposes) _____

Construction Materials: _____

PREFERRED TERM OF TENANCY: 6 Months fixed term ☐ 12 Month fixed term ☐
Periodic Tenancy ☐ Other _____

RENT PER WEEK \$ _____ DATE AVAILABLE: ____ / ____ / ____

Vacant: ☐ Tenanted ☐

If tenanted are they leaving? YES / NO If so when: ____ / ____ / ____

MAXIMUM NUMBER OF TENANT: _____

Preferred type of tenancy: Family ☐ Group ☐ No Preference ☐

PROPERTY TYPE:

Apartment ☐ Unit ☐ Townhouse ☐ House ☐ Studio ☐

FURNISHINGS:

Furnished ☐ Part Furnished ☐ Unfurnished ☐ Whiteware – ☐

NUMBER OF:

Bedrooms _____ Living areas: _____ Bathrooms _____ Ensuite Y/N

PARKING::

Single Garage ☐ Double Garage ☐ Off-Street _____ ☐

Single Carport ☐ Double Carport ☐ On road only ☐ - do they require resident parking Y/N

Parking space number (if applicable) _____

Storage locker number (if applicable) _____

PETS

Permitted YES / NO If yes, which type _____

POOL OR SPA

If you have a swimming pool/spa do you wish to have a contractor maintain it? YES / NO

frequency: _____ When was the last council compliance sign off: _____

STRAIGHT UP

Property Management

Page | 11

HEATING				Last service	Next service due	Custom PM to arrange
Chimney	Yes ☐	No ☐	Usable Yes ☐ No ☐	___/___/___	___/___/___	Yes / No
Gas Fire -	Yes ☐	No ☐	Make _____	___/___/___	___/___/___	Yes / No
Central heating	Yes ☐	No ☐	Make _____	___/___/___	___/___/___	Yes / No
Heat Pump	Yes ☐	No ☐	Make _____	___/___/___	___/___/___	Yes / No
HRV/DVS	Yes ☐	No ☐	Make _____	/ /	/ /	Yes / No

UTILITIES:	Number of meter	Liability		
Water	_____	Tenant ☐	Landlord ☐	NA ☐
Power	_____	Tenant ☐	Landlord ☐	NA ☐
Gas	_____	Tenant ☐	Landlord ☐	NA ☐

HOT WATER	
Gas Cylinder	☐ Located _____
Electric Cylinder	☐ Located: _____
Instant hot water	☐ Located: _____
Provided via Body corp:	Yes ☐

GARDEN MAINTENANCE	
Who is responsible for the lawns.	Landlord ☐ Tenant ☐
If Landlord do you have your own contractor	YES / NO
If yes frequency mowed:	_____
If yes frequency they attend:	_____

INTERNET	
Does the property have Fibre installed:	YES/NO
If NO – I/We give our permission for it to be installed at our property.	
Signed by: _____	Date Signed: ___/___/___

STRAIGHT UP

Property Management

Page | 12

Methamphetamine Testing

IMPORTANT - Please check with your insurance company as they may require that you undertake to have a base line test conducted for you to be covered if the home were found to be contaminated.

I/We to the best of our knowledge advise that the property has not been used for the production or manufacture of any illicit substances.

Signed by: _____ Date signed: _____

I /We would like StraightUP Property Management to arrange for a methamphetamine to be conducted on our property before the commencement of the 1st tenancy and at the end of each subsequent tenancy.

YES/ NO

Signed by: _____ Date signed: _____

Outgoings to be paid by Straight Up Property Management (PCBU) on behalf of own Owner

Land Rates	Yes / No
Water Rates	Paid in full and then on charged to tenant for reimbursement. Yes/No
Insurance	Yes / No
Body Corporate	Yes / No / Not Applicable
Garden maintenance	Yes / No / Not Applicable
Pool maintenance	Yes / No / Not Applicable
Other	

STRAIGHT UP

Property Management

Page | 13

Chattels Provided * any chattels listed on this and or the tenancy agreement will need to be repaired or replaced if they break down.

Appliances Provided as Chattels

(Note: that anything listed as a chattel is the landlord's responsibility to repair if needed, or replace like for like if not repairable)

Oven	Gas ☐	Electric ☐	Make _____	Year _____
Cook Top	Gas ☐	Electric ☐	Make _____	Year _____
Rangehood	Yes ☐	No ☐	Make _____	Year _____
Dishwasher	Yes ☐	No ☐	Make _____	Year _____
Fridge Freezer	Yes ☐	No ☐	Make _____	Year _____
Washing machine	Yes ☐	No ☐	Make _____	Year _____
Dryer	Yes ☐	No ☐	Make _____	Year _____
Microwave	Yes ☐	No ☐	Make _____	Year _____
Water Filter	Yes ☐	No ☐	Make _____	Last Serviced ____ / ____ / ____

Other chattels (please circle)

Digital aerial	Sky aerial	Waste Disposal
Blinds	Drapes	Shutters
Auto garage door + remote(s)	Number of remotes: _____	
Auto gate + remote(s)	Number of remotes: _____	
Gas Cylinder		
Light Fittings		
Alarm		
Fixed Floor Coverings	Age: _____	

Any additional chattels (please name): _____

Healthy Homes Guarantee Statement

A Healthy Homes Guarantee report must be completed in full for all properties

1. If you currently have a report, please attach this along with any supporting documentation if work was undertaken to make compliant.

2. We can arrange at your cost.
a Healthy Homes assessment.

Costs are currently:

1 bedroom or studio apartment - \$150 assuming no ceiling or underfloor

2 bedroom apartment or unit - \$150 assuming no ceiling or underfloor otherwise \$200

3 bedroom home 1 bathroom - \$250

3 bedroom home 2 bathrooms - \$250

4 bedroom home 1 bathroom - \$300

4 bedroom home 2 bathrooms - \$300

* These may change without prior notice

ALL HOMES MUST BE COMPLIANT AT THE COMMENCEMENT OF THE TENANCY

It is recommended that a Healthy Homes check is completed every two years to ensure that the home stays compliant.

Special Conditions

I/we as the owner of the stated property hereby appoint Straight Up Property Management to act on my/our behalf for the stated property.

I/We as part owner agree and warrant that I/we have the consent of the other owners to enter into this management agreement.

I/We agree to all previous terms outlined above.

I/We confirm that the details supplied in this contract and schedule are true and correct and I/we have read and understood this management authority and that I/we will be supplied with a signed copy.

Residential Tenancies Act (RTA) The owner acknowledges that any tenancy arranged in respect of the property is subject to the Residential Tenancies Act 1986 and any amendments there to and the Act cannot be contracted out of.

& _____

SIGNED BY OWNER Date ____/____/____

& _____

SIGNED BY OWNER Date ____/____/____

SIGNED BY AGENT Date ____/____/____