



# Casual/ Sundry Letting Authority

Availability Date  Rent  per  WEEK  FORTNIGHT  
To be paid in advance

Address of Property

The address of the property is considered "the workplace" and "same matter" under section 34 of the Health and Safety at Work Act 2015.

Address of Property

## Minimum Tenancy Term

Periodic tenancy  Fixed Term  Minimum Term  or until

**BOND 4 weeks rent**  Maximum No. of tenants

## Owners / PCBU Details

Full name of owner

Physical Address For Service

Alternate Address For Service

Email Address For Service

Phone  Mobile

Place of work  Work phone

Bank account name

Bank  Branch  Town/City

Account Number

Reference  Payment Frequency:  Twice Monthly  Monthly

## Agents / PCBU Details

Property management firm name  Office Phone

Business address

## Letting Agent

Email Address

Phone  Mobile

**Water** Meter Number  **Liability**

Reading  Date Monitored   Tenant  Owner

Chimney Sweep Usable  YES  NO Date Monitored   Tenant  Owner

Lawns  Tenant  Owner

Gardens  Tenant  Owner

### Keys and Alarms

Number of keys supplied

Contact person for keys

Alarm code

Control location

### Smoke Alarms

A smoke alarm within 3m of all bedrooms  YES  NO

At least one smoke alarm per storey/level  YES  NO

Total number of alarms at the property

Date batteries were last changed

**If the requirements for smoke alarms are not met, then they will be installed at the owners cost.**

**Insulation Statement:** Floor  YES  NO | Ceiling  YES  NO | Walls  YES  NO

Describe the insulation and its condition. Include the R rating, type, location and condition OR outline any information you have not been able to obtain and why.

If you would like us to obtain an insulation report, let us know and we can organise it.

Can you confirm the minimum ceiling and underfloor insulation R-values for your region have been met?  YES  NO

The landlord has made all reasonable efforts to obtain information on the current level of insulation at the property.

**Signature of Owner/PCBU** \_\_\_\_\_ **Date** \_\_\_\_\_

### Property Information

Bedrooms  Bathrooms  Car Garage  Carport  Kitchen  Lounge  Dining

### General Property Details

	YES	NO
Is the property on the market for sale?		
Are pets permitted?		
Are smokers permitted?		
If you have a swimming pool/spa do you wish to have the owner maintain it?		
Is the internet connected and still in owner's name?		
Does the property comply with town planning and building consents?		
Does the property comply with all buildings, health and safety enactments as they apply to the premise?		
Has the property been tested for meth contamination? If yes, what was the test date?		
Age of carpet (if known)		
Has NO pending or existing weather-tight issues		
Meets health, safety, building and resource consents/regulations		
Has NOT been used for production of any illicit substances		
Notes		

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 general property details.

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 fee and advertising costs incurred equivalent to the amount lost by reason of the owners withdrawal of the property from the market.

**Bond** - to collect a Bond and forward payment to ?????? by cheque made out to D.B.H.

**Methamphetamine** - It is recommended that a pre-tenancy methamphetamine test is conducted to insure the property is free of contamination. This test may also be used to assign liability if contamination is found in the future.

**Health and Safety** - I/we acknowledge that although my property manager will take reasonable steps to contact me regarding repairs, if it is a Health and Safety matter my property manager has a legal duty to get the matter resolved. My property manager may go ahead and have the repairs completed at my cost.

**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 tenant's failure to carry out any term of the tenancy agreement.

The agent does not accept liability for any damage done by any contractor.

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.

If we instruct the agent not to rent the property at any time during the duration of the authority, then we agree to pay the agent's commission, as if the property was rented, at the same rate of commission as the previous month.

If I/We place the rented 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 and to give notice immediately confirming that decision.

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 their 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.

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

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

**Collection costs** - If at the end of the tenancy there is debt owed by the owner to the agent, then the owner agrees that the owner be liable for and pay for all costs of recovery of the debt, which costs shall be collected by a debt collection agency. Costs payable by the owner shall include legal fees, debt collection, commissions, fees and disbursements, and /or court filing fees and disbursements.

**Advertising** - The owner agrees to pay all advertising costs involved with marketing the property; if any.

**Letting Fee** - I/we direct you to collect the letting fee from the tenant in terms S.17(4)(c) Residential Tenancies Act 1986.

**As the landlord I agree that it is my responsibility to do the following:**

- Confirm the property condition is consistent with the Property Inspection report.
- Complete a water meter reading upon possession.
- Complete a chattels list before granting possession.
- To ensure that you have been paid your Landlord sundry administration fee, tenant letting fee and advertising fees before granting possession to the tenant. If I omit to check that you have been paid these fees and you have not been paid, then I agree to pay your fees upon demand, or they can be taken out of the first weeks rent
- Serve the tenant with a notice under section S.47 if the property is on the market for sale.
- Not to advertise in competition with you and if I do and then enter a tenancy agreement with a tenant, then I agree to pay your letting fee within 7 days of a letting taking place or to give you one calendar month to let the property, before I instruct another agent or commence advertising myself.
- I/we will give the tenant the keys and grant possession.

**Additional Clauses**

**How did you hear about us**

I/We warrant that all information supplied by me/ us is correct and that where there is more than one owner that I have authority to bind other co-owners.

**Signature of Owner/PCBU** \_\_\_\_\_

**Signature of Agent/PCBU** \_\_\_\_\_

**Date** \_\_\_\_\_