

Residential Property

# MANAGEMENT AUTHORITY

OUR VALUES

People first Doing the right thing Being courageous Fun and laughter

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THE HARCOURTS GROUP CONSISTS OF:



## 1. Parties

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AGENT: MyMove Tasman Ltd  
Trading as **Harcourts**  
OWNER: insert owner full name

## 2. Premises Address for Tenancy

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PREMISES:

SUBURB: CITY: POSTCODE:

## 3. Address for Service

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OWNER ADDRESS FOR SERVICE:	AGENT ADDRESS FOR SERVICE:
Physical Address:	Physical Address: 261 Queen Street
Suburb / City:	Suburb / City: Richmond 7020
OWNER ADDITIONAL ADDRESS FOR SERVICE:	AGENT ADDITIONAL ADDRESS FOR SERVICE:
Physical Address:	Physical Address: 261 Queen Street
PO Box:	PO Box: 3043
Email:	Email: sandy@mymove.c.nz

## 4. Contact Details

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OWNER:	OWNER:	AGENT: Sandy Jordan
Home:	Work:	Office: 03 544 2065
Work:	Mobile:	Mobile: 022 384 9791
Mobile:	Email:	

## 5. The Parties Agree as Follows:

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The OWNER appoints the AGENT as property manager of the PREMISES and the AGENT accepts the appointment on the TERMS set out in this Agreement at the agreed MANAGEMENT FEES (subject to review if applicable) set out in the FOURTH SCHEDULE. The SCHEDULES **attached** to this Agreement and its contents form part of this Agreement.

## 6. Execution of Agreement

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**WARNING** (This warning does not form part of this Agreement)  
This is a binding contract. It is recommended that the OWNER seek professional advice before signing.

**SIGNED** by the OWNER:

On behalf of the AGENT

\_\_\_\_\_  
Signature of OWNER

\_\_\_\_\_  
Signature of OWNER

\_\_\_\_\_  
Signature of AGENT

Dated: .....

Dated: .....

Dated: .....

**SIGNED** by the OWNER:

**SIGNED** by the AGENT:  
Sandy Jordan

# First Schedule – General Terms

## 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. "ACT" means Residential Tenancies Act 1986.
- 1.2. "AGENT" and "OWNER" means where appropriate the executors, administrators, successors and permitted assigns, employees, and contractors of the AGENT and the OWNER.
- 1.3. A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

## 2. TERM

- 2.1. This Agreement shall be for an initial fixed term of twelve (12) months from the date of this Agreement ("Term").
- 2.2. During the Term the OWNER shall not be able to terminate this Agreement early, subject to clause 7 of this Agreement.
- 2.3. At the end of the Term either party shall be able to terminate this Agreement by giving one (1) months' notice in writing to the other party to the Address for Service in this Agreement.

## 3. PAYMENTS

- 3.1. In consideration of the AGENT performing its property management services in accordance with the Terms of this Agreement, the OWNER agrees and undertakes to pay the AGENT for such services in accordance with the MANAGEMENT FEES set out in the FIFTH SCHEDULE.
- 3.2. The AGENT shall be entitled to review the MANAGEMENT FEES by giving one months' notice in writing to the OWNER.
- 3.3. The OWNER is responsible for and shall pay to the AGENT:
  - a) all amounts associated with the maintenance, repairs, and care of the PREMISES as set out in this Agreement and as agreed between the parties;
  - b) the Legal Fees (if any) as set out in the FIFTH SCHEDULE of this Agreement together with any other fees, costs, and expenses associated with the AGENT'S attendance/representation at the Tenancy Mediation, Tenancy Tribunal or any other Court Proceedings, including without limitation the Filing Application Fee;
  - c) any debt collection fees, costs or expenses;
  - d) any other amounts payable or incurred by the AGENT in the performance of its property management services as set out in this Agreement;
  - e) GST on any amounts payable under this Agreement.
- 3.4. The OWNER authorises the AGENT to pay such properly authorised expenditure and disbursements to the relevant parties as set out in the ACCOUNTS TO BE PAID ON MY BEHALF section of the SECOND SCHEDULE and to deduct such amounts from the rent as and when incurred. All charges are subject to variation at one month's notice in writing. The AGENT is to render to the OWNER a statement of monies collected, charges deducted, and accounts paid, and to remit to the OWNER all receipts less disbursements on a monthly basis.
- 3.5. If at any time any disbursements are in excess of the rent collected the OWNER shall pay such excess immediately to the AGENT upon demand. The AGENT may, in its opinion it is necessary, retain in its Trust Account sufficient funds to meet outstanding or pending accounts

for properly authorised expenditure or disbursements. The AGENT will advise the OWNER of the amount retained and the reason for the retention.

- 3.6. Failure to reimburse the AGENT for any costs or expenses set out in this Agreement on the due date for payment, shall cause the OWNER to pay the AGENT default interest at the interest rate of two percent (2%) per annum above the AGENT'S bank's commercial bill rate on such unpaid amounts from the due date for payment until the date of payment in full.

## 4. THE AGENT'S OBLIGATIONS & RIGHTS

- 4.1. When performing its duties under this Agreement, the AGENT shall:
  - a) act solely as the AGENT of the OWNER;
  - b) manage any existing and new TENANTS and Tenancies;
  - c) advertise for TENANTS, as and when necessary;
  - d) sign Tenancy Agreements on behalf of the OWNER as LANDLORD.
- 4.2. In respect of the TENANT and the Tenancy the AGENT shall:
  - a) obtain a credit check on any prospective TENANTS and the OWNER agrees to pay the fee for this service as set out in the FIFTH SCHEDULE;
  - b) let the PREMISES for the agreed rent and to receive rent in advance from the TENANT as set out in the THIRD SCHEDULE of this Agreement;
  - c) collect a Bond (equivalent to three (3) or four (4) weeks rent) as set out in the THIRD SCHEDULE of this Agreement and to pay the same to Tenancy Services (a division of the Ministry of Business Innovation & Employment) within 23 working days of receipt and to refund to the TENANT at the end of the Tenancy any part of the bond that in the AGENT'S judgment is fair and reasonable;
  - d) collect the rent and review the rent regularly in accordance with the Residential Tenancies Act 1986;
  - e) take such reasonable steps to compel payment of outstanding rent and to enforce the other Terms and Conditions of the Tenancy Agreement;
  - f) appoint, at the OWNER'S discretion, a debt collection agency to pursue any outstanding, unsatisfied money orders from the TENANT;
  - g) exercise the LANDLORD'S right to terminate a Tenancy or Tenancies and serve notices upon the TENANT, and take such reasonable action against the TENANT and do all such things necessary to commence and obtain an order for possession or an order to terminate the Tenancy from the Tenancy Tribunal;
  - h) resolve any dispute with the TENANT by negotiation or by attending mediation or by attending the Tenancy Tribunal.
- 4.3. In respect of the PREMISES the AGENT shall:
  - a) conduct a hazard and risk assessment of the PREMISES, identifying and logging any health and safety hazards or risks at the PREMISES in the hazard identification form; and
  - b) before each new Tenancy, recheck hazards and risks at the PREMISES and update the hazard identification log accordingly.

- c) carry out a schedule of inspections during the period of the Tenancy as set out in the THIRD SCHEDULE of this Agreement;
- d) effect repairs to the PREMISES through its contractor (in accordance with the terms of the attached Contractors Agreement) as and when these become necessary with the following provisos:
  - i. repairs of any kind may be undertaken up to the amount as set out in the THIRD SCHEDULE of this Agreement or one week's rent, whichever is greater; or
  - ii. as ordered by the Tenancy Tribunal; or
  - iii. in an emergency situation or to protect the PREMISES or to protect the health and safety of the TENANT;
  - iv. repairs exceeding such amount shall require the OWNER'S approval;

For the purposes of this Authority all references to repairs include maintenance.

- 4.4. The OWNER gives approval for the AGENT to arrange cleaning of the PREMISES between tenancies up to a maximum amount as set out in the FIFTH SCHEDULE of this Agreement.
- 4.5. The AGENT is not responsible to arrange Landlord Protection Insurance or any other Insurance in respect of the PREMISES unless instructed in writing to do so by the OWNER.
- 4.6. The AGENT shall use their best endeavours to ensure continuity of rent and maintenance of the PREMISES, but shall not be liable for any default in payment of rent or any damage to the PREMISES, vacant or occupied, by any TENANT or otherwise, whether or not a Tenancy has been arranged by the AGENT.
- 4.7. The AGENT shall not be responsible for any injury to persons and/or damage to the PREMISES arising out of the condition of, or any hazard in or about the PREMISES.

## 5. THE OWNER'S OBLIGATIONS & WARRANTIES

- 5.1. The OWNER warrants and undertakes to the AGENT that:
  - a) the information provided in this Agreement, including the THIRD SCHEDULE, is true and correct;
  - b) the OWNER is the legal OWNER of the PREMISES;
  - c) the OWNER has the legal capacity, right and authority to enter into this Agreement for itself and/or on behalf of the other OWNERS (if a company or trust);
  - d) the PREMISES is insured in accordance with the details provided in the THIRD SCHEDULE;
  - e) the listed CHATTELS are in reasonable working order and that the OWNER holds the current code of compliance certificate (if any) for such CHATTELS legally requiring the same;
  - f) any contractor works commissioned by the OWNER shall be licensed and qualified:
    - i. such works are to be completed in accordance with legislation.
    - ii. all compliance certificates must be sent to the AGENT.
  - g) at the date of this Agreement and to my/our knowledge the property is not contaminated by any hazardous substance including but not limited to Methamphetamine.
  - h) the OWNER has no knowledge of any health and safety hazards or risks other than what has already been disclosed in the Hazard and Risk Identification log;
  - i) at the date of this Agreement the OWNER has not:

- i. received any notice or demand and has no knowledge of any requisition or outstanding requirement:
  - a. from any local or government authority or other statutory body; or
  - b. under the Resource Management Act 1991; or
  - c. from any TENANT or previous TENANT of the PREMISES; or
  - d. from any other party; or
- ii. given any consent or waiver, which directly or indirectly affects the PREMISES and which has not been disclosed in writing to the AGENT.

5.2. The OWNER further warrants and undertakes to the AGENT that after the date of this Agreement that:

- a) any notice or demand received by the OWNER which directly or indirectly affects the PREMISES:
    - i. from any local or government authority or other statutory body; or
    - ii. under the Resource Management Act 1991; or
    - iii. from any TENANT or previous TENANT of the PREMISES; or
    - iv. from any other party;
  - shall be immediately delivered to the AGENT for disclosure to the TENANT.
  - b) any health and safety hazards or risks that come to the OWNER'S attention shall be immediately advised to the AGENT in writing;
  - c) any knowledge of the presence of any hazardous substance including but not limited to Methamphetamine.
- shall be immediately advised to the AGENT in writing.

5.3. Where the OWNER has done or caused or permitted to be done on the PREMISES any works:

- a) any permit, resource consent or building consent required by law was obtained; and
- b) to the OWNER'S knowledge, the works were completed in compliance with those permits or consents; and
- c) a code of compliance certificate was issued for such works (if required); and
- d) if the PREMISES requires a compliance schedule as that term is defined in the Building Act 2004 (e.g. it has a specified system or it has a cable car attached to it or servicing it) that the building has a current building warrant of fitness.

5.4. The OWNER agrees to have the PREMISES tested for Methamphetamine as set out in the THIRD SCHEDULE of this Agreement.

## 6. DISCLOSURE

- 6.1. The OWNER acknowledges and agrees that the AGENT may disclose any information to the TENANT which pertains to:
  - a) health and safety hazards and risks at the PREMISES; and
  - b) any hazardous substance including but not limited to Methamphetamine contamination of the PREMISES.

## 7. DEFAULT

7.1. A breach of any of the terms set out in this Agreement shall be a default. The non-defaulting party may issue written notice ("Default Notice") to the defaulting party setting out the default and a reasonable timeframe for rectification of such default or in respect of any unpaid monies within seven (7) working days of the date of the Default Notice.

7.2. Failure by any party to rectify any default to the reasonable satisfaction of the other party and within the timeframe set out in the Default Notice, may cause the

other party to issue a Termination Notice in accordance with clause 8 of this Agreement.

## **8. TERMINATION**

- 8.1. A Termination Notice shall be issued to the defaulting party by the non-defaulting party setting out the date of termination of the Agreement.
- 8.2. Any termination of this Agreement shall be without prejudice to the rights and remedies available at law and in equity to the non-defaulting party.

## **9. PRIOR AND CONTINUING PROVISIONS POST TERMINATION**

- 9.1. The parties agree that the expiration or termination of this Authority shall not relieve the AGENT of its prior obligations or impair or prejudice the rights of either party against the other.
- 9.2. The parties agree that the expiration or termination of this Authority shall not affect the obligations set out in this Authority which are intended to continue following expiration or termination of this Authority including clause 11 and without prejudice to any rights which have already accrued to any of the parties.

## **10. DISPUTES**

- 10.1. If a dispute between the OWNER and the AGENT shall arise, affecting or concerning the safety of the TENANT or the PREMISES, 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 Agreement by giving written notice in terms of this paragraph to the OWNER.

## **11. INDEMNITY**

- 11.1. The OWNER agrees to 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:
  - a) any information provided under the Agreement that is found to be a breach of any of the warranties contained in clause 5 of this Agreement.
  - b) the proper performance of the AGENT'S duties as the property manager as set out in this Agreement or in the exercise of any powers, duties or authorities contained in this Agreement.

## **12. ASSIGNMENT**

- 12.1. The OWNER agrees that the AGENT has the right to assign this Agreement to a third party without limiting the OWNER'S rights to terminate this Agreement as set out in this Agreement.

## **13. TRUST PROVISION**

- 13.1. If any person enters into this Agreement as trustee of a trust:
  - a) that person warrants that:
    - i. it has the power to enter into this Agreement under the terms of the trust;
    - ii. it has properly signed this Agreement in accordance with the terms of the trust;
    - iii. it has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Agreement; and
    - iv. all persons who are trustees of the trust have approved entry into this Agreement.
  - b) If that person has no right or interest in the assets of the trust except as a trustee of the trust, that person's

liability under this Agreement will not be personal and unlimited, but limited to the actual amount recoverable from the assets of the trust from time to time ("limited amount"). If that person has lost or impaired its right to be indemnified from the trust assets, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

## **14. COMMISSION**

- 14.1. The OWNER acknowledges that the AGENT may receive a commission from a related service provider in the event of a referral, for example but not limited to products and services relating to Landlord Insurance, connection services and smoke alarm services.

## **15. ADDRESS FOR SERVICE**

- 15.1. Any notice to the OWNER or to the AGENT shall be deemed to be sufficiently served if emailed, posted by ordinary mail or faxed to the Address for Service offered as an Address for Service in this Agreement.

## **16. WHOLE AGREEMENT**

- 16.1. This Agreement is the entire Agreement between the parties. In the event the parties wish to amend any terms or enter into new terms, a written variation to this Agreement must be signed by both parties to be effective.

# Second Schedule – Property Owner Details

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**1. PROPERTY OWNER**

Owner(s) Full Name(s) / Company Name / Name of Trust: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Full Name(s) of Company Director(s) / Trustee(s) of Trust: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authority to Act on behalf of all Trustees **attached**

**2. EMERGENCY CONTACT**

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb & City: \_\_\_\_\_ Postcode: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

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

**3. BANK DETAILS**

Account No: 

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

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

**4. ACCOUNTS TO BE PAID ON MY BEHALF**

Water Rates  
 Insurance

Council Rates  
 Body Corporate

Other \_\_\_\_\_

**5. PAYMENTS**

Please tick preferred frequency of payments

Monthly (first day of each month or first working day thereafter)

Bi-Monthly (first and fifteenth day of each month or first working day thereafter)

# Third Schedule – Property Details

Listing Date: .....

Available Date: .....

<b>LOCALITY / ASPECT</b> <input type="checkbox"/> Close to schools <input type="checkbox"/> Close to shops <input type="checkbox"/> Close to transport <input type="checkbox"/> Close to park <input type="checkbox"/> Close to beach <input type="checkbox"/> North facing <input type="checkbox"/> East facing <input type="checkbox"/> South facing <input type="checkbox"/> West facing	<b>PROPERTY TYPE</b> <input type="checkbox"/> House <input type="checkbox"/> Townhouse / duplex <input type="checkbox"/> Apartment <input type="checkbox"/> Unit / flat <input type="checkbox"/> Lifestyle / Rural <input type="checkbox"/> Holiday home <input type="checkbox"/> Retirement living <input type="checkbox"/> Coastal / beach	<b>PROPERTY DETAILS</b> ..... Total bedrooms ..... Total bathrooms <input type="checkbox"/> Furnished <input type="checkbox"/> Unfurnished <input type="checkbox"/> Partly furnished	<b>AREA</b> .....m2 dwelling .....m2 land <input type="checkbox"/> Shared driveway
<b>GROUNDS / FENCING</b> <input type="checkbox"/> Fully fenced <input type="checkbox"/> Partially fenced <input type="checkbox"/> No fencing <input type="checkbox"/> Flat <input type="checkbox"/> Sloped	<b>GARAGING / PARKING</b> <input type="checkbox"/> Off-street parking <input type="checkbox"/> Single carport <input type="checkbox"/> Double carport <input type="checkbox"/> Single garage <input type="checkbox"/> Double garage <input type="checkbox"/> Tandem garage <input type="checkbox"/> Internal access <input type="checkbox"/> Auto door No. of remotes .....	<b>SECURITY</b> <input type="checkbox"/> Video <input type="checkbox"/> Intercom <input type="checkbox"/> Secure complex <input type="checkbox"/> Security screens/doors <input type="checkbox"/> Security gate <input type="checkbox"/> Alarm code ..... <input type="checkbox"/> Door code .....	<b>OTHER FEATURES</b> <input type="checkbox"/> BBQ area <input type="checkbox"/> Courtyard <input type="checkbox"/> Sea view <input type="checkbox"/> City view <input type="checkbox"/> Lift <input type="checkbox"/> TV aerial
<b>LIVING ROOM</b> <input type="checkbox"/> Formal lounge <input type="checkbox"/> Open plan <input type="checkbox"/> Separate	<b>FAMILY ROOM</b> <input type="checkbox"/> Open plan <input type="checkbox"/> Separate	<b>DINING ROOM</b> <input type="checkbox"/> Formal dining <input type="checkbox"/> Open plan <input type="checkbox"/> Separate	<b>ADDITIONAL ROOMS</b> <input type="checkbox"/> Office / study <input type="checkbox"/> Conservatory <input type="checkbox"/> Rumpus room <input type="checkbox"/> Games room
<b>KITCHEN</b> <input type="checkbox"/> Dishwasher <input type="checkbox"/> Waste disposal <input type="checkbox"/> Electric cooking <input type="checkbox"/> Gas cooking <input type="checkbox"/> Rangehood <input type="checkbox"/> Microwave <input type="checkbox"/> Pantry <input type="checkbox"/> Fridge	<b>LAUNDRY</b> <input type="checkbox"/> Separate <input type="checkbox"/> In bathroom <input type="checkbox"/> In kitchen <input type="checkbox"/> In garage <input type="checkbox"/> Washing machine <input type="checkbox"/> Dryer	<b>MAIN BATHROOM</b> <input type="checkbox"/> Separate bath <input type="checkbox"/> Separate shower <input type="checkbox"/> Shower over bath <input type="checkbox"/> Spa bath <input type="checkbox"/> Heated towel rail <input type="checkbox"/> Exhaust fan <input type="checkbox"/> Separate toilet Total toilets: .....	<b>ENSUITE</b> <input type="checkbox"/> Bath <input type="checkbox"/> Shower <input type="checkbox"/> Spa bath <input type="checkbox"/> Heated towel rail <input type="checkbox"/> Exhaust fan <input type="checkbox"/> Toilet
<b>MASTER BEDROOM</b> <input type="checkbox"/> Double / queen / king <input type="checkbox"/> Ensuite <input type="checkbox"/> Built-in wardrobe <input type="checkbox"/> Walk-in wardrobe <input type="checkbox"/> Heating / fan <input type="checkbox"/> Balcony / deck	<b>BEDROOM 2</b> <input type="checkbox"/> Single / double <input type="checkbox"/> Built-in wardrobe <input type="checkbox"/> Heating / fan <input type="checkbox"/> Balcony / deck	<b>BEDROOM 3</b> <input type="checkbox"/> Single / double <input type="checkbox"/> Built-in wardrobe <input type="checkbox"/> Heating / fan <input type="checkbox"/> Balcony / deck	<b>BEDROOM 4</b> <input type="checkbox"/> Single / double <input type="checkbox"/> Built-in wardrobe <input type="checkbox"/> Heating / fan <input type="checkbox"/> Balcony / deck
<b>HOT WATER</b> <input type="checkbox"/> Gas infinity <input type="checkbox"/> Gas cylinder <input type="checkbox"/> Electric cylinder Size of cylinder: .....	<b>GAS</b> <input type="checkbox"/> Mains <input type="checkbox"/> Bottled	<b>HEATING</b> <input type="checkbox"/> Heat pump <input type="checkbox"/> Gas (flued) <input type="checkbox"/> Woodburner / fireplace <input type="checkbox"/> None <input type="checkbox"/> Other: .....	<b>AMENITIES</b> <input type="checkbox"/> Gym <input type="checkbox"/> Pool / spa / sauna <input type="checkbox"/> Tennis court

**1. TENANCY DETAILS**

What is the weekly rent amount required? \$ \_\_\_\_\_

What is the bond amount required?  Equivalent to 3 x weeks rent  Equivalent to 4 x weeks rent  
What is the tenancy type required?  Periodic Tenancy  Fixed Term Tenancy  
 6 months  12 months  Other: \_\_\_\_\_

**2. INSPECTION DETAILS**

What is the schedule of inspections required?  Quarterly (4 x per annum)  Other: \_\_\_\_\_  
*Please be sure to check the requirements of your insurance policy*

**3. REPAIRS/MAINTENANCE**

Repairs and maintenance to be arranged on your behalf up to the value of \$ \_\_\_\_\_  per work order or  
 per month

**4. CURRENT TENANT DETAILS *if applicable***

Full Name of Tenant(s): \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

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

Current Rent \$ \_\_\_\_\_

Bond Held \$ \_\_\_\_\_

- Tenant notified in writing
- Signed Change of Agent Bond Form **attached**
- Original Tenancy Agreement **attached**
- Copy of Rent Schedule **attached**
  
- Ingoing Property Condition Report **attached**
- Furniture Inventory List **attached** (if applicable)
- Chattels List **attached** (if applicable)



**5. BODY CORPORATE DETAILS**

Body Corporate No: \_\_\_\_\_ Copy of Body Corporate Rules **attached**  Yes  No

Body Corporate Chairperson Contact Name: \_\_\_\_\_

Address for Service: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**6. INSURANCE DETAILS OF PROPERTY**

Policy Number: \_\_\_\_\_ Copy of Insurance Policy **attached**  Yes  No

Insurance Company Contact Details: \_\_\_\_\_

Type of Policy: \_\_\_\_\_ Excess \$ \_\_\_\_\_

Do you require information on Landlord Insurance?  Yes  No

**7. GROUNDS MAINTENANCE**

Who is to maintain the lawns?  Landlord  Tenant  Not Applicable

Who is to maintain the gardens?  Landlord  Tenant  Not Applicable

**8. POOL / SPA MAINTENANCE**

Who is to maintain the pool and /or Spa?  Landlord  Tenant  Not Applicable

Does the fence surrounding the pool and /or spa comply with the Fencing of Swimming Pools Act 1987 and, if required, the Building Act 2004?  Yes  No  Not Sure  Not Applicable

**9. WATER SUPPLY**

How is water supplied to the property?  Town  Tank  Both Town and Tank

If town supply, is the water metered?  Yes  No

If tank supply, what size is the water tank? \_\_\_\_\_  Not Sure

Is the tank full?  Yes  No  Not Sure

If no, would you like us to have the tank filled / checked?  Yes  No

What date was the tank last serviced? \_\_\_\_\_  Not Sure

**10. SEPTIC SERVICES**

Is there a septic tank at the property?  Yes  No

If yes, what date was it last emptied? \_\_\_\_\_ What date was it last serviced? \_\_\_\_\_

**11. PETS**

Are pets allowed to be kept at the property?  Yes  No  Negotiable  Outside only  
 Dog  Cat  Other: \_\_\_\_\_

**12. SMOKING**

Is smoking permitted at the property?  Yes  No

**13. METHAMPHETAMINE**

Has any testing been carried out on the property?  Yes  No  Not to my / our knowledge

If yes, when was the testing carried out and what was the reading? \_\_\_\_\_

Has the property been cleaned since testing was carried out?  Yes  No

If yes, has the property been retested since cleaning was carried out?  Yes  No

If yes, what was the reading? \_\_\_\_\_

**METHAMPHETAMINE TESTING BETWEEN TENANCIES**

Baseline Testing  Yes  No  
Testing is carried out prior to every new tenancy commencing and at the finalisation of the tenancy.

Secondary Testing  Yes  No  
Testing is carried out during the course of each tenancy as and when required. This testing can only be carried out in conjunction with baseline testing.

No Testing  I do not wish to have any testing carried out at the property  
The AGENT has advised me/us of the consequences of not having the property tested between tenancies and I/we understand that the AGENT will not be able to commence any tribunal proceedings against a Tenant without the evidence/support of baseline testing.

I give permission for the above testing to be carried out at my cost as indicated in the FIFTH SCHEDULE of this Agreement.

**SIGNED** by the OWNER:  
insert owner full name

**SIGNED** by the OWNER:  
insert owner full name

\_\_\_\_\_  
Signature of OWNER

\_\_\_\_\_  
Signature of OWNER

Dated: .....

Dated: .....

**14. SMOKE ALARMS**

Are there smoke alarms installed at the property?  Yes  No  Not Sure  
If yes, what type of smoke alarms are installed?  Photoelectric  Ionisation  Not Sure  
How many smoke alarms are installed?  1  2  3  4  5+

What is the expiry date on existing smoke alarms? \_\_\_\_\_

What date were the smoke alarms last tested? \_\_\_\_\_  Not Sure

What date were the batteries last changed? \_\_\_\_\_  Not Sure

Would you like us to engage Smoke Alarm Professionals on your behalf to install and maintain the smoke alarms in between tenancies at your property?  Yes  No

**15. HEATING**

If the property has a fireplace, what date was the fireplace last inspected/serviced? \_\_\_\_\_

*Please note that we will arrange chimney cleaning annually as this is a landlord obligation as well as a requirement of most Insurance Policies*

Is there a Heat Pump at the property?  Yes  No

Do you wish to have the unit/s serviced annually?  Yes  No

Is there Gas services to the property?  Yes  No

Do you wish to have the gas serviced on an annual basis?  Yes  No

If there is no heating provided at the property, would you like us to arrange a quote for heating to be installed?

Yes  No

If yes, what type of heating would you like installed? \_\_\_\_\_

What area(s) of the Property would like the heating installed? \_\_\_\_\_

**16. INSULATION**

The tenancy agreement must contain a signed statement from the landlord that details information about the location, type and condition of all insulation in the premises.

If you are not sure if the property is insulated would you like us to arrange for an inspection to be carried out?

Yes  No

If the Property is not insulated would you like us to arrange a quote for the property to be insulated?

Yes  No

If yes, what areas of the property would you like to have quoted?  Walls  Ceiling  Underfloor

Please fill out the 'Landlord insulation statement' and provide documentary evidence if necessary. The statement must include the following points.

> If you have been unable to obtain information about insulation in a particular location, an outline of what you have not been able to obtain and why, and confirmation that you have made all reasonable efforts to obtain the information.

**17. GENERAL**

Is the property on the market for sale?  Yes  No

Does the property have a Code of Compliance for all work done and /or chattels in the property (if necessary)?

Yes  No  Not Sure  Not Applicable

If there are gas fittings in the property, have they been certified?  Yes  No  Not Sure  Not Applicable

What is the maximum allowed number of tenants that can occupy the property?  1  2  3  4  5+

What is the approximate time the property is available for tenanting? \_\_\_\_\_

Please note any other special conditions or requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Fourth Schedule – Hazard and Risk Identification Log

PREMISES ADDRESS:	_____		
DATE OF INSPECTION:	_____		
<b>SIGNED</b> by the OWNER:		<b>SIGNED</b> by the OWNER:	
_____		_____	
Signature of OWNER		Signature of OWNER	
Dated: .....		Dated: .....	

The following hazards are present at the PREMISES:

### Internal hazards

	HAZARD	RISK	CONTROL
1			
2			
3			
4			
5			

### External hazards

	HAZARD	RISK	CONTROL
1			
2			
3			
4			
5			

## Fifth Schedule – Management Fees

All fees are exclusive of GST unless otherwise stated.

Please indicate which package you would like to select by placing a tick or your initials in the appropriate box below and initial at the bottom of the page

SERVICES PROVIDED	STANDARD	GOLD
Rental appraisals and advice	with our compliments	with our compliments
Management fee	7.5%	10%
Repair and maintenance fee	7.5% of invoice	7.5% of invoice
Disbursement fee	with our compliments	with our compliments
Methamphetamine testing	*currently \$0 per test carried out	*currently \$0 per test carried out
Routine inspection fee	\$40 per inspection	with our compliments
Comprehensive ingoing inspection	\$75 per report	with our compliments
Comprehensive outgoing inspection	\$75 per report	with our compliments
Fixed term tenancy renewal fee	With our compliments	with our compliments
Credit check for new tenant(s)	\$20 per tenant checked	with our compliments
Tribunal attendance & evictions Application filing fee (if applicable)	\$20 per hour *currently \$20.44 per application	with our compliments
Cleaning fee per tenancy	Charged to outgoing tenant	Charged to outgoing tenant
Insurance claims fee	\$20 per hour	with our compliments
Furniture inventory fee	\$100 flat fee	with our compliments
Financial year summary fee	With our compliments	with our compliments
Bond collection and management	with our compliments	with our compliments
Comprehensive digital photo storage	with our compliments	with our compliments
Internet advertising harcourts.co.nz realestate.co.nz trademe.co.nz - listing fee	with our compliments with our compliments *currently \$40.00 per listing until let	with our compliments with our compliments *currently \$40.00 per listing until let
Letting fee	currently paid by the tenant	currently paid by the tenant
Print media advertising	with our compliments	with our compliments
Rent review fee	with our compliments	with our compliments
Postage and petties	with our compliments	with our compliments

*\*Please note that Harcourts MyMove Tasman Ltd uses a third party provider and the provider may change their terms of service including pricing, from time to time. In such case, Harcourts MyMove Tasman Ltd will notify the OWNER in writing of any changes and the date of effect. Any such changes will form part of these terms and conditions from the date of effect.*

# Sixth Schedule - Landlord(s) Insulation Statement

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This statement will be added to the tenancy agreement in addition to the **third schedule**.

- 1. Is insulation installed in the ceilings, floors or walls of the premises?
  - Yes (Please complete section 2)
  - No (Complete the statement in section 3)

- 2. What is the extent and location of insulation, product type and condition of the insulation?

What type of insulation is installed in the walls?	<input type="checkbox"/> Bulk	<input type="checkbox"/> Injected	<input type="checkbox"/> Not Sure	<input type="checkbox"/> None
What type of insulation is installed in the ceiling?	<input type="checkbox"/> Bulk	<input type="checkbox"/> Loose	<input type="checkbox"/> Not Sure	<input type="checkbox"/> None
What type of insulation is installed underfloor?	<input type="checkbox"/> Bulk	<input type="checkbox"/> Foil	<input type="checkbox"/> Not Sure	<input type="checkbox"/> None
What is the condition of the insulation?	<input type="checkbox"/> Unknown	<input type="checkbox"/> Poor	<input type="checkbox"/> Moderate	<input type="checkbox"/> Good

- 3. Landlord statement:

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\_\_\_\_\_  
Landlord signature

\_\_\_\_\_  
Date

## Seventh Schedule - Key Receipt

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Property Address:

.....

Owner Name(s):

.....

Commencement Date of Management:

.....

Security Door/Alarm Details:

.....

The following keys and devices have been provided to Harcourts MyMove Tasman Ltd for the Management of the above Property. These keys and devices along with any duplicates made during the course of the Management will be returned to the Owner upon the termination of the Management Authority.

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*Photocopy keys and devices here*

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Signed by the Agent: \_\_\_\_\_ Dated: \_\_\_\_\_

Signed by the Owner: \_\_\_\_\_ Dated: \_\_\_\_\_

## OUR VALUES

People first Doing the right thing Being courageous Fun and laughter

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THE HARCOURTS GROUP CONSISTS OF:

