

PROPERTY MANAGEMENT TERMS & CONDITIONS

I, _____

Being the owner/authorised agent for the owner HEREBY AUTHORISE ADVANCED PROPERTY MANAGEMENT LTD (APM), its heirs, successors or assignees (hereby known as The Manager) to act as my agent on the terms and conditions herein with respect to the Management of the property as described in the Schedule hereto.

I HEREBY INSTRUCT YOU –

1. TO arrange tenancies, sign tenancy agreements, sign bond documents, complete credit checks/tenancy database checks and make enquires on my behalf as the necessity arises and to manage existing tenancies.
2. TO collect all monies owing that fall due on the aforesaid property with respect to the Residential Tenancies Act, disburse monies as hereinafter directed and to account to the owner each calendar month for these transactions.
3. REPAIRS: To arrange and supervise any repairs, maintenance or alterations on the said property or properties that the Manager deems necessary or major repairs as authorised by the owner / authorised agent, to purchase supplies and pay all accounts therefore and to hold funds on behalf of the owner to make such payments. On all expenditure for any one item over \$_____ (excluding GST), the agent agrees to secure the prior approval of the owner, except monthly operating charges and/or emergency repairs in excess of the maximum if in the sole opinion of the Manager such repairs are necessary to protect the property from damage or to maintain essential services to the tenants as called for in Residential Tenancies Act, or where expenditure is ordered by the Residential Tenancies Tribunal.
4. TO pay on my account such regular outgoings as are described hereafter and to hold funds on behalf of the owner to make such payments.
5. TO inspect the property every 3 months or at other times the manager deems necessary and to account to the owner a written report of such inspection. The owner agrees to give written approval of maintenance noted as urgent and required under the Residential Tenancies Act, within 10 working days of receipt of the inspection report otherwise the owner accepts responsibility for arranging this urgent maintenance.
6. I HEREBY AUTHORISE YOU to act for me in matters of mediation or hearing in terms of the Residential Tenancies Act and I agree to be bound by any agreements reached in mediation and/or decisions made by the Residential Tenancies Tribunal.

TERMS AND CONDITIONS OF AGENCY

1. The Manager shall use its best endeavours to ensure continuity of occupation at market rentals, the payment of rents and other moneys to be paid by the tenant and the maintenance of the property. The Manager shall not be liable to The Owner for any default in payment of rent, other payment due by the tenant, or for any damage or loss sustained by The Owner or the property whether caused by any tenant, or otherwise, whether the tenancy has been arranged by the Manager or not.
2. No responsibility rests with the Manager in relation to injury to persons and/or damage to the property arising out of the condition of the premises or any hazard in or about the property.
3. The Manager shall be entitled to deduct its proper charge or fees and all moneys expended on behalf of the Owner including disbursements from rents and other moneys collected by it on account of The Owner as follows:
 - a) A fee of 8.0% +GST on all rents collected.
 - b) A fee of 8.0% +GST of the cost of repairs, maintenance, bill payment, and to arrange and supervise the work.
 - c) On all major repairs, renovations, supervision thereof or to related matters outside the management of the property, a fee agreed upon before services are carried out.
 - d) A fee of \$30.00 +GST on all routine property inspections in (5) above
 - e) A fee of \$15 +GST on all Credit checks in (1) above
 - f) A fee of 0.0%+GST on all Water Rates payments
 - g) A fee of one week's rent + GST for all new tenancy agreements signed (tenancy administration fee)
 - h) A fee of \$200+GST for all fixed term tenancy renewals/extensions
4. Should the Manager not receive sufficient rents to pay expenditure as authorised by the Owner, the Owner agrees to make immediate payment to the Manager upon request.
5. The owner shall take responsibility for providing insurance for the property and chattels contained therein and informing their insurance company that the property or properties are tenanted. The owner shall be responsible for all EQC claims where necessary.
6. In terms of this authority all actions and activities, including all writing requiring signature in the exercise of this authority by or on behalf of the Owner carried out by The Manager shall be fully effective and binding as if done by The Owner personally. Variations to this authority shall be notified in writing 30 days beforehand.
7. I, The Owner confirm that the property is available for letting and this Management Authority shall continue until cancelled by one month's notice in writing by either party.
8. I, The Owner permit the Manager to use a drone in airspace over the property (to comply with NZCAA Rules).

PROPERTY SCHEDULE

1. ADDRESS OF PROPERTY OR PROPERTIES (attach separate sheet if necessary)

2. OWNERS' FULL NAME AND CONTACT DETAILS:

Name: _____

Postal Address: _____

Phone: Home _____ Work _____

Mobile _____ E-mail (1) _____

E-mail (2) _____ (duplicate e.g accountant)

Other _____ Other _____

3. RENTS COLLECTED TO BE PAID AS FOLLOWS: (within 3 working days after month end and 15th of each month)

Bank and Branch _____

Account Number & Name _____

4. REGULAR OUTGOINGS TO BE PAID AS FOLLOWS (DELETE IF NOT REQUIRED):

- (i) Water rates – Billing Number: _____ (NA if not separately metered or not applicable)

I hereby authorise Watercare Services to direct water bills to Advanced Property Management Ltd

- (ii) Insurance – Company _____ Policy# _____
Excess: _____ Renewal Date: _____

5. LANDLORD REQUIREMENTS (Circle):

Lawns Mowed: Tenant / Landlord

Is property on the market for sale: Yes / No

Pets Allowed: Cats: Yes / No Dogs: Yes / No

Maximum number of occupants: _____

Online access for statements: Yes / No

6. SPECIAL REQUIREMENTS:

7. OWNERS' SOLICITOR, or POWER OF ATTORNEY, or EMERGENCY CONTACT:

I acknowledge that I have read and understand this contract and that I have received a copy.

DATED this _____ DAY OF _____ YEAR _____

Signature

NAME



advanced property
management ltd

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Healthy Homes Standards - Current Level of Compliance

PROPERTY ADDRESS:

Heating

Description of Heater 1:

Description of Heater 2:

Description of Heater 3:

Capacity (kW): _____

Capacity (kW): _____

Capacity (kW): _____

Total Capacity (kW): _____

Required Capacity (kW): _____

Heating Exemption: Yes/No

Date of Heating

Compliance:

Heating Compliant: Yes/No

Comments:

Insulation

Last Checked:

Checked By:

Insulation Compliant: Yes/No

Date of Insulation Compliance:

Location Insulated Type

Value

Condition

Date

Comments

Walls

Ceilings

Floors

Exemptions:

Ventilation and Habitable Spaces

Does the property have a mechanical ventilation system?

Yes/No

Installation Date

Compliant with Healthy Homes Standards

Yes/No

Comments:

External Venting Status

Comments:

Exemption:

Yes/No

Kitchen: Diameter (mm)

_____mm

Reason of Exemption:

Bathroom: Diameter (mm)

_____mm

Kitchen: Exhaust Capacity (l/s)

_____l/s

Kitchen: Diameter (mm)

_____mm

Bathroom: Exhaust Capacity (l/s)

_____l/s

Bathroom: Diameter (mm)

_____mm

Kitchen: Exhaust Capacity (l/s)

_____l/s

All Habitable Spaces: Yes/No

Bathroom: Exhaust Capacity (l/s)

_____l/s

State which rooms meet the
requirement:

Some Habitable Spaces:

Yes/No

State which rooms don't meet the
requirement:

Ventilation and Habitable Spaces

Date of Ventilation and Habitable Spaces Compliance:

Compliant: Yes/No Comments or Exemption:

Moisture and Drainage

Does the property have gutters and down pipes that efficiently drain storm water, surface
water and ground water to an appropriate outfall?

Does the property have any enclosed subfloor spaces?

Yes/No

Complies: Yes/No/Unsure

Date of Moisture and Drainage Compliance:

Comments:

Draught Stopping

Does the property have any open fireplaces?

Yes/No

Is the property free from unintentional and unreasonable gaps or holes that
allow noticeable draughts in or out of the building?

Yes/No

Explain why some gaps or holes that allow noticeable draughts are not blocked

Final Compliant Statement

Is the property Healthy Homes compliant? Yes/No Date of Final Compliance Statement:

Comments or Exemption details:

Declaration

We Advanced Property Management declare that the information contained in this statement is true and
correct as at the date of the signing.

Signed by _____ (LANDLORDS)

Date signed: