

# 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 15<sup>th</sup> of each month)

Bank and Branch \_\_\_\_\_

Account No. \_\_\_\_\_

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

Is property currently managed elsewhere: Yes / No. If Yes, who: \_\_\_\_\_

6. SPECIAL REQUIREMENTS:

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

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

DATED this \_\_\_\_\_ DAY OF \_\_\_\_\_ YEAR \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ NAME



## INSULATION STATEMENT

Landlords must either complete this form or attach an insulation statement containing the same information.

### A. THIS SECTION MUST BE COMPLETED BY LANDLORDS OF INCOME-RELATED RENT TENANCIES

1. Does insulation meet the minimum requirements for ceiling insulation?<sup>1</sup>

Yes  No

If no, explain what exception applies and which room(s) it applies to (e.g. professional installer cannot access skillion ceiling above bedroom 2.) If an exception does not apply, explain how you will comply with insulation requirements within 90 days after the tenancy starts.

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2. Does insulation meet the minimum requirements for underfloor insulation?

Yes  No

If no, explain what exception applies and which room(s) it applies to (e.g. professional installer cannot access skillion ceiling above bedroom 2.) If an exception does not apply, explain how you will comply with insulation requirements within 90 days after the tenancy starts.

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### B. THIS SECTION MUST BE COMPLETED BY ALL LANDLORDS

#### Ceiling insulation

Location/coverage

- Complete (all rooms)  
 Partial (specify areas not insulated):

- None  
 I don't know as ceiling space is not accessible in the following areas (specify):

Type

- Segments/Blankets  
 Loose-fill  
 Other (specify) \_\_\_\_\_  
 Ceiling space is not accessible

Bulk Insulation value (R-value): \_\_\_\_\_ or minimum thickness: \_\_\_\_\_

Age of ceiling insulation (if known): \_\_\_\_\_

Condition

- Insulation is in at least a reasonable condition (if not, please explain why):

- Insulation has no gaps other than clearances where required (e.g. around older style downlights and chimney flues)  
 Ceiling space is not accessible

#### Underfloor insulation

Location/coverage

- Complete (all rooms)  
 Partial (specify areas not insulated):

- None  
 I don't know as underfloor space is not accessible in the following areas (specify):

Type

- Segments/Blankets  
 Polystyrene  
 Foil  
 Bulk Insulation with foil lining  
 Other (specify) \_\_\_\_\_

**The Building Act 2004 bans the installation and/or repair of foil insulation in residential buildings with existing electrical installations. It is an offence to breach this ban and anyone doing so may be liable to a fine of up to \$200,000. If your property currently has foil insulation that is in reasonable condition, then it does not need to be replaced. However if your existing foil installation is damaged (e.g. torn, foil hanging down off the floor joists), then it must be replaced with an alternative insulation product that meets legal requirements.**

<sup>1</sup> For guidance on exceptions and requirements, refer to MBIE's *Insulation Requirements – A Guide for Landlords*: [www.tenancy.govt.nz/assets/Uploads/Insulation-requirements.pdf](http://www.tenancy.govt.nz/assets/Uploads/Insulation-requirements.pdf)

Underfloor space is not accessible

Bulk Insulation value (R-value): \_\_\_\_\_ or minimum thickness (n/a for foil): \_\_\_\_\_

Age of underfloor insulation (if known): \_\_\_\_\_

Condition

Insulation is in at least a reasonable condition (if not, please explain why):  
\_\_\_\_\_

Insulation has no gaps other than clearances where required (e.g. around pipes)

Underfloor space is not accessible

## Wall insulation

Location/coverage

Complete (all rooms)

Partial (specify areas not insulated):  
\_\_\_\_\_

None

I don't know as wall insulation is not accessible

**Wall insulation is not compulsory, and is not planned to be made compulsory in July 2019.**

**However, you must provide this information where it is known.**

Supplementary Information

Any other details about the type or condition if known:  
\_\_\_\_\_

## C. ADDITIONAL INFORMATION

**(This section is optional for tenancies which are not income-related. Income-related rent tenancies are covered by section A.)**

1. Does insulation already meet the minimum requirements for ceiling insulation which will be compulsory from 1 July 2019?

Yes  No

If no, do any exceptions to the requirement to install insulation from 1 July 2019 apply? (Please explain.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Does insulation already meet the minimum requirements for underfloor insulation which will be compulsory from 1 July 2019?

Yes  No

If no, do any exceptions to the requirement to install insulation from 1 July 2019 apply? (Please explain.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Date insulation was last upgraded \_\_\_\_\_ or N/A

Date insulation was professionally assessed \_\_\_\_\_ or N/A

4. Please explain how you plan to comply with the requirements before 1 July 2019.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Landlord Statement

I/we, \_\_\_\_\_ (name of landlord(s)) declare that the information contained in this insulation statement is true and correct as at the date of signing and that all reasonable efforts have been made to obtain information about the location, type and condition of insulation at the premises.

Signed by: \_\_\_\_\_  
Landlord

Date signed \_\_\_\_\_