

## MANAGEMENT AUTHORITY

I, \_\_\_\_\_ (Company Name) **HEREBY AUTHORISE YOU** to act as my agent on the terms and conditions hereinafter set forth with respect to Management of the property owned by me and described in the Schedule hereto.

### I HEREBY INSTRUCT YOU -

1. **TO** collect all rents owing from time to time on the aforesaid property and disburse monies as hereinafter directed.
2. **TO** arrange tenancies as necessity arises and to sign tenancy agreements on my behalf.
3. **REPAIRS:** To arrange and supervise any repairs and alterations on the said premises, to purchase supplies and pay all accounts therefore. On all expenditure in excess of \$\_\_\_\_\_ for any one item, 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 opinion of the agent such repairs are necessary to protect the property from damage or to maintain essential services to the tenants as called for in their leases, or where expenditure is ordered by the Residential Tenancies Tribunal.
4. **TO** pay on my account such regular outgoings as are described hereafter, at a cost of \$Nil.
5. **TO** arrange for and supervise any major repairs, or renovation to the property authorised by me in writing.
6. **TO** inspect after 3-4 months for which a service charge of \$Nil be deducted by you from rents collected on my account. If in the opinion of the managing agents the tenant is maintaining the property in a good condition at the time of the first inspection the subsequent inspections shall be at four monthly or six monthly intervals.
7. **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 Agent shall be entitled to be paid and remunerated for his services at the rates agreed as follows:
  - (a) On all rents collected - \_\_\_\_\_
  - (b) Arranging and/or supervising repairs, maintenance or renovations on the cost thereof Nil
  - (c) On major repairs or renovations and/or supervision thereof a fee agreed upon before services are carried out.
  - (d) On attending hearings and all related matters under Residential Tenancies Act, a fee commensurate with the time involved in each case, but not exceeding \$ Nil without prior approval.
  - (e) GST to be added at ruling rates on all charges.
2. The Agent shall be entitled to deduct his property charges and reimbursements for monies expended on account of the Owner from rents and other monies collected by him on account of the Owner.

### TERMS

It will be a condition of acceptance of your instructions to manage your property that no responsibility rests with the Agent in relation to injury to persons and/or damage to property arising out of the condition of the premises or any hazard in or about the premises.

It will be a further condition of acceptance of your instruction to manage your property that while the Agent shall use his best endeavours to ensure continuity of rental and any other payments to be made by the tenant and also the maintenance of your property, no liability rests with the Agent for any default in rental or other payments due by the tenant or for any damage or loss sustained by you or the property whether caused by the tenant or otherwise and whether or not the tenancy has been arranged by us.

This Authority may be terminated by either party by giving three month's notice in writing.

**1. LANDLORDS DETAILS**

**Full Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** Home: \_\_\_\_\_ Mobile: \_\_\_\_\_  
 Business: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
**MONTHLY STATEMENT TO:** \_\_\_\_\_

**2. PROPERTY DETAILS**

**Property Address:** \_\_\_\_\_  
**Bedrooms:** \_\_\_\_\_ **Bathrooms:** \_\_\_\_\_  
**Parking:** \_\_\_\_\_ **Heating:** \_\_\_\_\_  
**Chattels:** \_\_\_\_\_  
**Keys:** ..... Number ? Front door ? Back Door ? Garage ? Ratchsliders ? Other

**3. LANDLORD REQUIREMENTS**

**Lawns Mowed** (please circle): Tenant / Landlord      **Pets:** ? Dogs ? Cats ? None  
**Other Comments:** \_\_\_\_\_

**4. BANK DETAILS**

**Account No:** ??    ????    ???????    ??  
**Branch:** \_\_\_\_\_  
**Account Name:** \_\_\_\_\_  
**Landlord Payments to be made** (please tick): ? Monthly ? Fortnightly  
 The landlord agrees to authorise and ensure that the provider of invoices/accounts for the above outgoings are sent to MacPherson Real Estate Ltd.

**5. OWNERS' SOLICITOR OR POWER OF ATTORNEY**

**INSURANCE COMPANY**

**To the Owner – Please Note:**

It will be a condition of The Professionals accepting instructions to manage your property that no responsibility rests with The Professionals in relation to injury to persons and/or damage to property arising out of the condition of the premises or any hazard in or about the premises. It will be a further condition of The Professionals accepting your instructions to manage your property that while The Professionals shall use their best endeavours to ensure the continuity of rental and any other payments to be made by the tenant and also the maintenance of your property, no liability rests with The Professionals for any default in rental or other payments due by the tenant or for damage or loss sustained by me/us on the property whether caused by the tenant or otherwise and whether or not the tenancy had been arranged by The Professionals. I/we further agree to indemnify The Professionals for any claims made for unpaid repair/maintenance accounts authorised in accordance with my/our instructions.

Where costs of maintenance, damage or rent arrears occur at the end of a tenancy it is understood that all costs will be debited to the property **before** recovery action (eg: Tenancy Tribunal or Baycorp) is undertaken.

Either party giving three month’s notice in writing may terminate this authority.

WARNING: This is a binding contract. If either party has any doubts professional advice should be sought before signing.

Dated this ..... Day of .....

**Signed** ..... OWNER

**Signed** ..... PROPERTY MANAGER

(If a landlord leaves their personal possessions in the property, even if locked in a shed or bedroom, the property managers are not responsible for any loss or damage to the possessions by the tenant. It is of utmost importance that your insurance company is well aware of this situation).