

MANAGEMENT AUTHORITY FORM

This is an agreement between the OWNER(S) _____ and the AGENT, **Eastside Rentals Limited**, regarding the PROPERTY, _____ .

The OWNER(S) authorises the MANAGEMENT of the rental property above to the AGENT.

The definition of '**MANAGEMENT**' refers to more than one service provided by the AGENT and are listed below. These services ensure the OWNER(S) receive a personal and tailored service.

MANAGEMENT includes, **rent payments, managing rent arrears, monthly statements, resolve tenant conflicts, rent reviews, leasing and vacating tenant, maintenance and repairs at very competitive rates, making sure water bills are paid, inspections, tenancy tribunal hearing and keeping up to date on all Tenancy Regulations.** Any charges or services not discussed in this definition can be discussed between the OWNER(S) and AGENT during the validity of this authorisation form.

1. Rent payments

The AGENT will collect all rent payments and make on time payments to the OWNER for rent to the bank account noted in this agreement. The AGENT is authorised to deduct from the rents collected, a fee set at **7 % + GST** of all rents collected for the management of rent collection and monthly and annual financial reporting as scheduled.

2. Leasing and vacating property

The Leasing process to secure the right TENANT is overall an exhaustive one as it is the biggest process an AGENT can undertake. This includes advertising and showing the property a number of times. The AGENT will do a comprehensive reference and identity check for a prospective TENANT, processing of the application, creating all the lease documents, conducting the ingoing/initial inspection. Upon leasing a new tenancy, the AGENT is authorised to collect from the TENANT their first **two weeks rent** payment to secure the rental. The Agent only pays **1 week rent** over to the OWNER, as the AGENT will Invoice a **1 week rent** leasing fee (including GST).

3. Maintenance and repairs

The AGENT will inform the OWNER before any work is done, as they may want to pay it themselves.

4. Inspections

Three monthly thorough inspections with checklist and photos. Including initial and vacating inspections.

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AGENT INDEMNITY

The OWNER(S) will hold and keep indemnified the AGENT against all action suits proceedings claims demands costs and expenses whatsoever which may be taken or made against the AGENT in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the AGENT herein.

The OWNER(S) acknowledges that this authority is subject to the Residential Tenancies Act 1986, decisions and rulings of the Tenancy Tribunal and any other Act passed by Parliament affecting the duties of the AGENT.

(Your bank details) Bank: _____

Account Number: _____

Account Name: _____

1. PAYMENTS TO BE MADE ON BEHALF OF OWNER(S)

The AGENT is authorised to pay the following accounts on behalf of the OWNER(S)

RATES	Yes/No	TENANCY TRIBUNAL FEE	Yes/No
MAINTANENCE INVOICES	Yes/No	_____	Yes/No
WATER FIXED CHARGES	Yes/No	_____	Yes/No
LAWNS INVOICE	Yes/No	_____	Yes/No
GARDEN INVOICE	Yes/No	_____	Yes/No

2. ADDITIONAL INFORMATION

SPECIAL INSTRUCTIONS/INFORMATION and EMERGENCY CONTACT IF THE OWNER IS UNAVAILABLE

3. CANCELLATION

This **Agreement** can be is terminated in writing by either party upon **1 month notice**.

SIGNED by above mentioned OWNER(S) _____

Person duly authorised to act on behalf of OWNER(S) _____

DATE:

TERMS AND CONDITIONS

A. MANAGEMENT

When performing its duties under this authority **Eastside Rentals Ltd** shall be acting solely as the AGENT of the OWNER(S).

The AGENT is authorised to sign Tenancy Agreements for the premises or any part thereof, exercise the Landlord's right to terminate tenancies and serve notices upon the tenants, take such action against the tenants and do all such things necessary to commence AND obtain an order for payment of rent arrears, and/or possession order with termination of Tenancy. The AGENT may collect a bond from each tenant, sign bond lodgements and/or refund documents and where necessary lodge claims against bond money under the rules set out in the Residential Tenancies Act 1986.

The AGENT shall NOT, by reason of its management of the property, be liable for payment in respect of, or performance of, any of the OWNER(S) legal, equitable, statutory or other obligations in respect of the property.

The AGENT will undertake normal and reasonable supervision to ensure compliance by the tenants as far as is reasonable with all the terms and obligations under the Tenancy Agreement and to recover any arrears of rent although it is expressly acknowledged that the AGENT shall not be liable to the OWNER(S) for any default on the part of the tenants or third parties in respect to the payment of rent and other monies nor for any damage caused by the tenants. The AGENT'S obligation in this regard shall extend to personal visitation of the tenants and correspondence with the tenants and to taking all reasonable steps to recover rental in arrears and the costs of repairing damage through the Tenancy Tribunal. If instructed by the OWNER(S), the AGENT will employ a debt collecting agent and institute legal proceedings, however all costs of such action including the AGENT'S costs will be paid by the OWNER(S).

B. REPORTING

The AGENT is required to render to the OWNER(S) a monthly statement of monies collected, charges deducted and accounts paid and to remit to the OWNER(S) all receipts less disbursements.

If at any time the disbursements are in excess of the rents collected, the OWNER(S) hereby agree to pay such excess promptly upon demand of the AGENT.

C. REPAIRS

The AGENT is to **secure the prior approval of the OWNER(S) on all expenditure.**