



WOLFBROOK
PROPERTY MANAGEMENT

Management Authority

Residential property

1. Parties

This agreement is between:

Agent **Wolfbrook Property Management**
Address **10 Show Place, Addington, Christchurch 8024**
Email **pm@wolfbrook.co.nz**
Phone **0800 90 90 30**

Owner 1: Name _____ Phone _____
Owner 2: Name _____ Phone _____
Company (if applicable) _____
Owner(s) Postal Address _____
Email _____
Contact Number(s) _____
Emergency Contact (in NZ) Name _____ Phone _____ Email _____

2. Rental property details

Address _____
Bedrooms _____ Bathrooms _____ Garaging _____ Off-Street _____

3. Bank details

Account Number
Account Name _____
Bank _____ Branch (if known) _____

4. Execution of agreement

IMPORTANT: This is a binding contract. It is recommended that the OWNER seek professional advice before signing.

5. The parties agree as follows

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 FIFTH SCHEDULE. The SCHEDULES attached to this Agreement and its contents form part of this Agreement.

SIGNED by the owner

Full Name _____

Signature
of agent _____

Dated _____

SIGNED by the owner

Full Name _____

Signature
of agent _____

Dated _____

SIGNED by the agent

Full Name _____

Signature
of agent _____

Dated _____

PLEASE ENSURE THE FOLLOWING PAGES ARE INITIALED

Agent Initial _____ Owner Initial _____

Second schedule

1. Grounds maintenance

Lawns ☐ Tenant ☐ Landlord Contact Person _____
Gardens ☐ Tenant ☐ Landlord Contact Person _____

(Note-Tenants responsibility is weeding and small plants. In general anything above the knee is Landlord responsibility).

2. Repairs/maintenance

- ☐ Please arrange general repairs up to the value of \$400
☐ Please refer all maintenance to owner

(Note-Emergency repairs maybe required from time to time and will go ahead to ensure the safety of your investment – please refer to Clause 4.3d iii.)

3. Power

In order to best advertise your property and ensure we can undertake any pre-tenancy inspections, we require power to be on during any vacant periods.

- ☐ The power is currently on
☐ Please arrange a temporary power account on my behalf

4. Availability

Date available: _____ Settlement date (if applicable): _____

5. Pets

Are pets allowed to be kept at the property? ☐ Negotiable ☐ No

Please specify _____

6. Other/please fill in as appropriate

☐ Body Corporate – Please provide us with Body Corporate Rules

Body Corporate Contact Details _____

☐ Septic Services

Maintenance Contact _____

7. Inclusions

☐ Furnished ☐ White ware

Please specify what is here (eg: lawn mower):

(Note – Any appliances or chattels you leave at the property will need to be repaired and maintained by you through out the duration of the tenancy)

(Note – Partial furnishings require an inventory check of \$150, fully furnished homes require a furnished inventory check of \$200 (1-2 bedrooms) and \$250 (3+bedrooms))

8. Exclusions

Please specify if there are any rooms or other notable items excluded from the tenancy (ie a garden shed):

9. Property information

Is there anything else we need to know about the property (ie maintenance work planned, future plans, access info, the property has security cameras)

10. Internal/external hazards

	Hazard	Risk (E.g. Asbestos)	Control
1			
2			

Third schedule

Compliance Information

1. Healthy homes

All private rentals must comply with the Healthy Homes Standards within 120 days of any new or renewed tenancies. Final deadline for compliance is 1 July 2025. A full Healthy Homes Assessment must be done to ensure compliance. To ensure complete and accurate compliance, Wolfbrook will arrange a Healthy Homes Assessment on your behalf if you don't already have one from a trusted assessor.

- ☐ Please arrange a Healthy Homes Assessment on my behalf
- ☐ I have a professional Healthy Homes Assessment – please supply

2. Smoke alarms

Landlords need to have working smoke alarms installed in all of their residential rental homes. Any replacement alarms installed after 1 July 2016 (other than hard-wired systems) need to have long-life batteries fitted and be photoelectric in nature. All existing alarms need to be tested, at a minimum at the beginning of each tenancy (or every 12 months) to ensure they work too. Failure to do so may void any fire-related insurance claims that you may have.

To ensure you are consistently compliant with this strict legislation, Wolfbrook engages a trusted supplier to test our clients smoke alarms annually. This is a mandatory compliance requirement. Fees are on the Fifth Schedule and include unlimited call outs, replacement alarms and batteries and a report if required for your insurer.

3. Meth testing (optional)

As a landlord, it's important to know your responsibilities around methamphetamine contamination – both for your tenants' safety and to ensure that you're adequately covered. Wolfbrook Property Management would recommend speaking directly to your insurer in regard to whether you should or should not have your property routinely tested for meth contamination.

- ☐ Please arrange Meth Testing (baseline and routine) between tenancies on my behalf.
- ☐ I don't require testing and am aware of the consequences of not having the property tested

4. Landlord insurance

Landlords must disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. They must also include a statement informing the tenant that a copy of their insurance policy is available on request, within a reasonable time frame.

Your insurance policy will need to be provided to us prior to renting the property and this will need to cover Landlords Insurance (versus your standard owner-occupied).

- ☐ The property is insured and I will/have sent over a copy of the Landlord Insurance Policy
- ☐ I am currently organising Landlord Insurance

Who is the insured party on the policy _____

Policy number _____

Insurance excess _____

- ☐ Attach a copy of the policy

Do you authorise and instruct the Manager to contact your insurance company and obtain any details set out above concerning the policy ☐ Yes ☐ No ☐ TBA

Do you authorise and instruct the Manager to use the insurance information supplied to be used for any and all purposes directly connected with the management of the property ☐ Yes ☐ No ☐ TBA

Insurance provisions: The Owner must disclose whether or not the property is insured in a statement as part of any new tenancy agreement and, of the cost, the excess amount of any relevant policies. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.

Fourth schedule

Fees

All fees are exclusive of GST unless otherwise stated.

GST will be payable in addition to these fees at the same time that the fees are paid.

If you do not advise us of your preferred package, you automatically go on Premium Rates.

	Standard Package ☐	Premium Package ☐
Management Fee	8% on rent collected	9.9% on rent collected
Set up fee	\$80	Included
Inspection fee	\$55	Included
Letting Fee	1 week's rent	1 week's rent
EOFY Statement	\$50	Included
Maintenance fee	5% of invoice	Included
Tenancy Tribunal Appearance fee	\$150 if required	Included
Lease renewal fee	Included	Included
Marketing fee (TradeMe fees)	\$125	Included
Credit Check	\$40 each	Included
Professional photos	\$100 / year	Included

Optional Extras	Standard Package	Premium
Tenant Gifts (Christmas gift) ☐	\$100 / year	Included
Annual smoke alarm servicing ☐	\$99 / year	Included
Heat pump servicing ☐	\$90 / heat pump	Included

Other Costs: The cost of any services including but not limited to tribunal preparation and attendance are charged at a cost of \$75 +GST per hour. A minimum charge cost applied of \$300+GST, in addition to the tribunal application fee of \$20.44.

Agent Initial _____ Owner Initial _____

Terms and Conditions

1. Appointment of Manager

1.1 The Owner appoints the Manager as sole Manager of the property and the Manager accepts the appointment upon and subject to the terms and conditions contained in this agreement.

2. Term of agreement

2.1 The term of this agreement shall (subject to clause 9) be for 12 months.

2.2 Upon the expiry of the term this agreement may be extended or renewed for such period and on such terms as the parties shall agree. If no such agreement is made between the parties then this agreement shall continue until determined by either party giving to the other not less than three (3) months written notice of the date of termination.

3. Owner acknowledgments

3.1 The Owner warrants to the Manager that:

- (a) They are the rightful Owner of the property or that they have the authority to enter into this agreement on behalf of the rightful Owner of the property;
- (b) They have appropriate insurance in place over the property at the date of this agreement and that they will maintain and keep such insurance in place throughout the term of any management authority between the Owner and the Manager;
- (c) The property is not on the market for sale and will not be on the market for six (6) months from the date of this agreement.
- (d) I / We agree that as proprietors of a body corporate unit, to advise the Agent immediately of any change to body corporate rules and to provide the agent with a copy of the body corporate resolution changing the rules, where such changed rules affect the tenants' obligations.

4. Managers remuneration

4.1 During the term of this agreement and in consideration of the services to be performed by the Manager the Owner agrees that it will pay to the Manager the management fees calculated and payable in the manner set out under the heading Management Fees.

4.2 The management fees will be payable by the Owner to the Manager by way of fortnightly deduction by the Manager from rent and any other monies collected on behalf of the Owner.

5. Duties and authority of the Manager

5.1 The Manager shall carry out on behalf of the Owner the duties and functions set out under the heading Duties of the Manager in a timely and professional manner and to the reasonable satisfaction of the Owner. In carrying out these duties and functions the Manager will at all times comply with the Residential Tenancies Act 1986 and any other requirement under New Zealand Law.

5.2 In addition to the duties listed in this agreement the Manager will with all reasonable diligence carry out any other action or matter which the Owner may reasonably request having regard to the proper management and control of the property and the remuneration to be paid to the Manager under this agreement.

5.3 The Owner authorises the Manager to enter into and sign tenancy agreements in respect of the property and any other tenancy documents necessary to allow the Manager to carry out its duties and functions under this agreement on behalf of the Owner.

5.4 The Manager shall in carrying out its duties under this agreement be subject to the direction and control of the Owner in respect of the incurring of any liability on behalf of the Owner. Provided that the Owner authorises the Manager to incur cost on behalf of the Owner without prior approval in the following circumstances:

- (a) Where the cost does not exceed \$200 in respect of any one item (including marketing).
- (b) Where in the opinion of the Manager the cost relates to a repair that is necessary to protect the property from damage or to maintain essential services to the tenants. In this event the Manager shall notify the Owner of any such repair costing more than \$200 as soon as possible following completion of such repair.

5.5 In the event that rent and other monies received by the Manager on behalf of the Owner in respect of the property are less than the payments, outgoings and deductions authorised by this agreement (including the management fees of the Manager) the Owner agrees to pay the shortfall to the Manager promptly upon demand.

5.6 The Owner authorises the Manager to act on the Owners behalf to enforce the terms of any tenancy agreement against a tenant including but not limited to attending mediation, negotiation, Tenancy Tribunal hearings or enforcement proceedings in respect of the property.

5.7 The Owner agrees that where the Manager is required to undertake enforcement action against a tenant any costs, disbursements and expenses relating to the enforcement will be payable by the Owner and the Owner authorises the Manager to deduct the costs, disbursements and expenses from rent and other monies collected by the Manager on the Owners behalf.

5.8 The Owner acknowledges and agrees that the Manager will not be liable to enforce any order of the Tenancy Tribunal in the District Court (or any higher Court) and any enforcement or other proceedings required in the District Court shall be arranged by the Owner and conducted by the Owner at the Owners cost in all respects.

5.9 The Owner authorises the Manager to use any IT program for property management and to collect information about the Owner in accordance with the principles of the Privacy Act 2020.

6. Manager acts solely as agent for Owner

6.1 For the purposes of this agreement and the performance by the Manager of its duties the Manager is appointed by the Owner as its sole and exclusive agent in respect of the property. All costs, disbursements and expenses incurred by the Manager in its capacity as Manager of the property and in connection with the operation and management of the property shall be the costs, disbursements and expenses of the Owner only. The Manager in its capacity as Manager of the property shall not be liable for any costs, or other amounts (including but not limited to any tenant damage and outstanding rent) by reason of its management and control of the property. Accordingly, all outgoings, repairs and maintenance fees and other costs and amounts incurred in the management of the property shall be borne by the Owner. The Manager in its capacity as Manager shall however bear its own general overhead expenses including the wages and salaries of its own employees in carrying out its management duties.

6.2 The Owner shall indemnify the Manager in respect of all costs, damages, losses and expenses suffered by the Manager as a result of the performance of its obligations under this agreement unless such costs, damages, and losses or expenses arise from the Manager's gross misconduct.

7. Force majeure

7.1 The Manager shall not, in its capacity as Manager of the property and in the performance of its obligations under this agreement, be liable for any failure to perform any of the terms or conditions of this agreement or for any delay in performance or loss or damage of any nature and however caused or arising

where such failure, delay, loss or damage arises from any cause of any beyond the reasonable control of the Manager.

8. Assignment

8.1 The Manager may not assign all or any of the Manager's rights or obligations under this agreement without the prior written consent of the Owner. For the purposes of this clause any major change in shareholding in the Manager will constitute an assignment of this agreement.

9. Termination

9.1 In the event that either party to this agreement fails to perform or fulfil at any time any of its obligations under this agreement, and in the event that such party shall fail to remedy such default within two (2) months after receiving written notice of the default from the party not in default, then the party not in default may terminate this agreement with immediate effect.

9.2 Either party may terminate this agreement with immediate effect if a receiver or liquidator is appointed of the other party or its property or if the other party becomes insolvent or unable to pay its debts in the ordinary course of business or if a final judgment or order is issued against the other party under any law relating to bankruptcy or insolvency or if the other party is wound up or liquidated or dissolved whether voluntarily or otherwise howsoever.

9.3 If the Owner wishes to cancel this agreement for any reason then the Owner shall be entitled to cancel this agreement upon giving to the Manager not less than three (3) months in writing of the date of cancellation. Upon any such cancellation the Manager shall be entitled to its management fee up until the date of cancellation.

9.4 In the event that the property is damaged or destroyed by fire, earthquake or by any other accidental reason so that the property is substantially unfit for occupation then either party shall be entitled to terminate this agreement in respect of the property that has been damaged by giving not less than one (1) month written notice to the other party of such termination.

9.5 If the Agent shall receive a 14 day notice sent by the Tenant, then the Agent shall have full power and authority to remedy the complaint contained in the 14 day notice, whether or not I / we concur with the Agent. If the Owner shall give the Agent instructions that conflict with the Agent's proposed remedy of the 14 day notice then the Agent may at the Agent's sole discretion treat such conflicting instructions as grounds to terminate the Management Agreement, forthwith by the Agent giving written notice to the Owner in terms of this paragraph.