

# Exclusive Casual Letting Authority

## Address of Property

To be let exclusively by the below stated Property Management firm.

ADDRESS OF PROPERTY

The address of the property is considered "the workplace" and "same matter" under section 34 of the Health and Safety at Work Act 2015.

## Owners / PCBU Details - To appear on Tenancy Agreement

FULL NAME OF OWNER

PHYSICAL ADDRESS FOR SERVICE

ALTERNATE ADDRESS FOR SERVICE

EMAIL ADDRESS FOR SERVICE

PHONE

MOBILE

PLACE OF WORK

WORK PHONE

## Owners Bank Account Details

ACCOUNT NAME

ACCOUNT NUMBER

## Agents / PCBU Details

PROPERTY MANAGEMENT FIRM NAME Stake Property Rentals Limited

OFFICE PHONE 09 629 2436

BUSINESS ADDRESS

711 Dominion Road, Mt Eden, Auckland

LETTING AGENT

Karen Edwards

EMAIL ADDRESS

rentals@stakeproperty.co.nz

PHONE

09 629 2436

MOBILE

0275 234 006

## Tenancy Availability and Term

AVAILABILITY DATE

RENT \$

PER

WEEK

FORTNIGHT

- Rent to be paid in advance.

To rent property on a  periodic tenancy /  fixed term. Minimum term

or until

## Letting Fees

One weeks rent plus GST

## Property Information

BEDROOMS

BATHROOMS

CAR GARAGE

CARPORT

KITCHENS

LOUNGES

DINING

## Bond and Maximum Numbers

BOND

1

2

3

4 WEEKS RENT

Maximum No. of tenants

## Smoke Alarm Disclosure Statement

SMOKE ALARM WITHIN 3m OF ALL BEDROOMS:  Yes  No

TOTAL NUMBER OF ALARMS AT THE PROPERTY:

AT LEAST 1 SMOKE ALARM PER STOREY / LEVEL:  Yes  No

DATE BATTERIES WERE LAST CHANGED:

ALL SMOKE ALARMS WITHIN EXPIRY PERIOD:  Yes  No

## Keys and Alarms

NO. OF KEYS SUPPLIED

CONTACT PERSON FOR KEYS

ALARM CODE

Control location

## Liability

POWER

Tenant

Landlord

GAS

Tenant

Landlord

WATER

Tenant

Landlord

GARDENS AND LAWNS

Tenant

Landlord

## General Property Information

	YES	NO
Is the property on the market for sale?		
Are pets permitted?		
Are smokers permitted?		
If you have a swimming pool/spa do you wish to have a contractor maintain it?		
Is the internet connected and still in owner's name?		
Does the property comply with town planning and building consents?		
Does the property comply with all buildings, health and safety enactments as they apply to the property?		
Has the property been tested for meth contamination? If yes, what was the test date? <input type="text"/>		
Age of carpet (if known) <input type="text"/>		
Does the property have pending or existing weather-tightness issues?		
Does the property meet health, safety, building and resource consents/regulations?		
To your knowledge, has the property been used for production of any illicit substances?		
NOTES		
NOTES		

## Terms & Conditions for Agreement

I / We hereby appoint the previously stated agent to act as my / our agent and Property Manager (hereinafter called "the agent") on the terms and conditions set out below with respect to the property details and other matters referred to in the general property details.

We authorise and instruct you:

To recite our names on any tenancy agreement you prepare on our behalf,

To use your style of tenancy agreement and in that agreement to prohibit the tenant from assigning, subletting, or parting with possession of the tenancy premises at any time.

To advertise for tenants and to select the best applicant on merit and when necessary or appropriate to sign tenancy agreements on my / our behalf.

If the agent completes the process of advertising, receiving and perusing applications, checked references and has otherwise facilitated the introduction of a suitable tenant, then at that time and before the tenant has signed a written tenancy agreement with the agent and the owner withdraws the property from the rental market for any reason, then the owner shall be liable to pay the agent a letting fee and advertising costs incurred equivalent to the amount lost by reason of the owners withdrawal of the property from the market.

**Bond** - To collect a Bond equivalent to the number of weeks rent as set out on page 2 herein, and to pay the same to Tenancy Services - Ministry of Business Innovation and Employment within 23 working days of receipt and to refund to the tenant at the end of the tenancy any part of the bond as is in your judgement is appropriate.

**Methamphetamine** - It is recommended that a pre-tenancy methamphetamine test is conducted to insure the property is free of contamination. This test may also be used to determine liability if contamination is found in the future.

**Health and Safety** - I/we acknowledge that, at the time of letting, although my property manager will take reasonable steps to contact me regarding repairs, if it is a Health and Safety matter my property manager has a legal duty to get the matter resolved. My property manager may go ahead and have the repairs completed at my cost.

### I / We acknowledge that;

By entering this agreement the agent does not accept liability for damage done to the property by the tenant or any other person nor does the agent accept liability for the tenant's failure to carry out any term of the tenancy agreement.

The agent does not accept liability for any damage done by any contractor.

I / We indemnify the agent against all actions/claims/costs and expenses whatsoever, which may be taken or made against the agent in the course of and arising out of the proper performance of the agents duties or the exercise of any powers, duties or authorities contained in this management authority.

If we instruct the agent not to rent the property at any time during the duration of the authority, then we agree to pay the agent's commission, as if the property was rented, at the same rate of commission as the previous month.

If I / We place the rented property on the market for sale without first advising the agent, the agent may elect, at their discretion, to treat the management agreement as at an end and to give notice immediately confirming that decision.

If a dispute between the owner and the agent shall arise, and such dispute cannot be resolved to the satisfaction of the agent then the agent at their sole discretion shall have the right to terminate this management agreement, forthwith by the agent giving written notice to the owner in terms of this paragraph.

I / We agree that as proprietors of a body corporate unit, to advise the agent immediately of any change to body corporate rules.

I / We as part owner agree and warrant that I/we have the consent of the other owners to enter into this management agreement.

I / We confirm that the details supplied in this agreement are correct and acknowledge that I / We have read and understood this management authority and that I / We have been supplied with a signed copy.

**Collection costs** - If at the end of the tenancy there is debt owed by the owner to the agent, then the owner agrees that the owner be liable for and pay for all costs of recovery of the debt, which costs shall be collected by a debt collection agency. Costs payable by the owner shall include legal fees, debt collection, commissions, fees and disbursements, and /or court filing fees and disbursements.

**Advertising** - The owner agrees to pay all advertising costs involved with marketing the property.

**Letting Fee** - The owner agrees to pay a letting fee as outlined in this agreement.

### As the landlord I agree that it is my responsibility to do the following:

- Complete a Property Inspection report prior to granting possession.
- Complete a water meter reading upon possession.
- Complete a chattels list before granting possession.
- To ensure that you have been paid your landlord letting fee or sundry administration fee and advertng costs, before granting possession to the tenant. If I omit to to check that you have been paid these charges and you have not been paid then i agree to pay your charges upon demand.
- Serve the tenant with a notice under section 5.47 if the property is on the market for sale.
- Not to advertise in competition with you and if I do and then enter a tenancy agreement with a tenant, then I agree to pay your letting fee within 7 days of a letting taking place or to give you one calendar month to let the property, before I instruct another agent or commence advertising myself.
- I / we will give the tenant the keys and grant possession.

## Additional Clauses

## How did you hear about us?

Internet  Radio  Referral  Newspaper  Other

## Signatures

I/We warrant that all information supplied by me / us is correct and that where there is more than one owner that I have authority to bind other co-owners.

SIGNATURE OF OWNER / PCBU \_\_\_\_\_

DATE

NAME

SIGNATURE OF AGENT / PCBU \_\_\_\_\_

DATE

NAME

# Insulation Statement

THIS SECTION SHOULD BE COMPLETED BY ALL LANDLORDS

ADDRESS OF PROPERTY

Certificate supplied

Yes  No

Exception Certificate supplied

Yes  No

## 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)

Ceiling space is not accessible

## Under floor insulation

### Location/coverage

Complete (all rooms)

Partial (specify areas not insulated):

None

I don't know as under floor space is not accessible in the following areas (specify):

### Type

Segments/Blankets

Polystyrene

Foil

Bulk Insulation with foil lining

Other (specify)

Under floor space is not accessible

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

Age of under floor insulation (if known):

### Condition

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

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.

## 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:

  
  
  

## ADDITIONAL INFORMATION

### 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 under floor 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