



## *Triple Kay Property Management Ltd.*

Irini and Keys Kerdemelidis-Kiesanowski

Ph. 385 5411 Cell 027 227 6653



# Property Management Authority

\*Houses \*Apartments  
\*Units \*Flats  
\*Tenancy Court Work/Mediation

Keys & Irini Kerdemelidis-Kiesanowski  
P.O. Box 35 084  
Shirley 8640  
Christchurch

**Bank Details:**

**Rental income collected to be paid into:**

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

City: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

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**Landlord (Owner) Details:**

Name in full: \_\_\_\_\_

Date of Birth(optional)

*-for security reasons*

**Partner**

Name in full: \_\_\_\_\_

**Address for Service (AFS):-**

(for Communications)

Preferred method of communication (please tick if your email will be an alternative address for service )

Email

Phone

Post

Home:

Mobile:

Work:

Fax:

Email:

**Owners Solicitors, and/or Power of Attorney or alternative contact:**

Name:

Phone:

Accountant:

## Description of property

**Property Address:**

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- |    |   |           |             |                                     |    |
|----|---|-----------|-------------|-------------------------------------|----|
| 1. | Bedroom   | Bathrooms |             |                                     |    |
|    | Ensuites  | Garaging  | Carports    |                                     |    |
|    | Construction materials  |           | Furnished   | Yes                                 | No |
|    |   |           | Unfurnished | (landlord to provide chattels list) |    |
|    | Is there a Body Corporate?  |           |             | Yes                                 | No |
|    | Insurance details for the body corporate                            |           |             |                                     |    |
|    | How many keys are there?  |           |             |                                     |    |
|    | Are there garage door remote controls                               |           |             | Yes                                 | No |
|    | 2. Regular outgoings to be paid as follows:                         |           |             |                                     |    |
|    | Rates   |           |             | Yes                                 | No |
|    | Insurance   |           |             | Yes                                 | No |
|    | Lawns & Grounds maintenance   |           |             | Yes                                 | No |
|    | 3. I have advised my insurer that the property is tenanted          |           |             | Yes                                 | No |
|    | Name of Insurance Company   |           |             |                                     |    |
|    | 4. Do you have Photoelectric Smoke Alarms installed in your rental? |           |             | Yes                                 | No |
|    | Please supply and install _____ at \$60.00 each.                    |           |             |                                     |    |
|    | 5. Do you have a security system installed in the property?         |           |             | Yes                                 | No |
|    | Alarm Code No ...   |           |             |                                     |    |
|    | 6. What age are the carpets/floor covering in the property?         |           |             |                                     |    |
|    | Are the carpets/floor coverings covered by insurance?               |           |             | Yes                                 | No |
|    | Does your insurance cover theft of chattels by tenant or occupant?  |           |             | Yes                                 | No |
|    | 7. Is the property on the market for sale?                          |           |             | Yes                                 | No |

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8. Pets:

Either "No Pets Allowed", including birds and fish or the tenants may have the following animals:

dog            cat            bird            fish            other            Agents' discretion

9. Maximum number of people who may reside in the premises. \_\_\_\_\_

10. If you have a swimming pool/spa does the tenant  or contractor  maintain it?  
(tick which one will provide swimming pool servicing)

Have you left laminated instructions in a sealed envelope regarding the swimming pool/spa?  
Yes No NA

11. Is the telephone still connected and still in owners name?            Yes No

12. When was the water meter last read?            NA

13. Does the property comply with town planning and building consents? Yes No Don't Know

14. Has this property, to the best of your knowledge, ever been used for the illegal manufacture and/or social use of any Class A drug?            Yes No

You agree to inform the Property Manager, in writing, no less than 14 days following your becoming aware of the prior or current illegal manufacture and/or social use of any class A drug in the property

15. Is there anything else about this property that you should tell us?

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

Is this to be a fixed term Management Authority?            Yes No

If so, the term will expire on \_\_\_\_\_ after which this authority becomes a Periodic Authority and subject to termination procedures as written herein.

## **Residential Rental Management Authority**

I/We hereby appoint **Triple Kay Property Management Ltd.** to act as my/our agent and property manager (“the agent”) on the terms and conditions set out below with respect to the property details and other matters referred to in the schedule hereto, (which schedule shall form part of this rental management authority).  
And I/We authorize and instruct you:

- 16.** To advertise for tenants, and to select the best applicant on merit and when necessary or appropriate and to sign tenancy agreements on my/our behalf.
- 17.** To rent the property on a periodic tenancy or a fixed term for \_\_\_\_\_ months, Agents discretion.
- 18.** To complete a property inspection report at the beginning and end of each tenancy.
- 19.** To collect a bond equivalent to four (4) weeks rent and to forward the same to the Department of Building and Housing 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 the agent’s judgment appropriate.
- 20.** To organize payment of rental payments to the owners account as and when they fall due for payment.
- 21.** To take all-reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the tenancy agreement.
- 22.** To inspect the property once per 3 monthly and to make a written/verbal report of the inspection and to provide photographs and/or video recordings where appropriate. Reports, photographs and videos may be in data form.
  - Our property inspections are a walk through, visual inspection carried out to identify whether any damage has been done by the tenant and/or whether cleaning or maintenance is necessary.
  - The inspection is not a property survey or structural inspection. We are happy to recommend professional property inspectors who will carry out a comprehensive inspection if you require such a report.
- 23.** To resolve any dispute with the tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal. As owner I acknowledge that I am bound by mediated orders and Tenancy Tribunal decisions facilitated by the agent on my/our behalf.
- 24.** To pay all expenses and regular outgoings authorized by me/us and then invoice me/us for these outgoings.
- 25.** To review the rent every twelve months and recommend to me/us the appropriate market rent.

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### **Residential Rental Management Authority**

**26.** To effect repairs to the rented property as and when these become necessary and in accordance with the following instructions:

- a. Repairs of any kind up to the value of \$500.00 plus GST
- b. Repairs exceeding the sum of \$500.00 plus GST shall require my/our approval.
- c. Repairs ordered by the Tenancy Tribunal shall not require my approval.
- d. Repairs in any emergency situation or to protect the property or to protect the health and safety of the tenant shall not require my approval. The Agent will endeavor to make reasonable attempts at communication with the owner at these times but may invoke clause 30 (following) if necessary.
- e. From time to time, in consultation with the owner, carry out duties which the owner authorizes in writing.

**27. In consideration** of you performing the above duties I/we agree that you shall be entitled to be paid for your services are carried out.

- a. Where I/we authorize anything with this rental property which a Tenancy Tribunal consider illegal, and results in an award against Triple Kay Property Management Ltd, I/we agree to pay the sum of that award PLUS 20% to Triple Kay Property Management Ltd.
- b. On all moneys collected 7.0%
- c. 50% Of all moneys successfully claimed as exemplary damages from a tenant at a Tenancy Tribunal hearing.
- d. Arranging and or supervising minor repairs, maintenance (less than 4 weeks rent for the property) or renovations on the cost thereof 0%
- e. On major repairs or renovations and/or supervision thereof a fee of 5% of the repair/renovation. Price shall be agreed upon before the services are carried out
- f. For each inspection of the property, a fee of \$35.00.
- g. Conduct a Tenancy Information New Zealand (TINZ) credit check where appropriate, at a charge of \$20.00 per check to a maximum of \$40.00 per tenancy let.
- h. Hourly rate for minor, pre approved, work. \$30.00 per hour. (hourly rate subject to change giving 30 days notice in writing)

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- i. For transporting, storage and eventual disposal of abandoned goods left by tenants. Initially \$ 200.00 for removal plus \$ 75.00 per week for storage.
  - j. For all advertising after the expiry of 4 weeks following the availability of the property for rent on each turnover of tenants, reimburse Triple Kay Property Management Ltd 100% of the actual costs involved.
  - k. The cost incurred by Triple Kay Property Management Ltd for applications to the Tenancy Tribunal (these are now recoverable from tenants following a successful application).
  - l. Any interest which may accrue in Triple Kay Property Management Ltd's rental holding account.
  - m. All prices plus GST if applicable and may be subject to change on 8 weeks written notice for periodic Managements or 8 weeks written notice following expiry of any fixed term managements.
- 28. I/we acknowledge** that this authority may be terminated by either party on one months notice in writing (for Periodic Authorities) and shall be sufficiently served by being delivered or posted to the address for service of the Owner/Agent referred to in this authority and in respect of the agent, to the agent's address for service.
- 29. I/we acknowledge** that this authority may be terminated by the owner (for Fixed Term Authorities) immediately upon payment of three times the average weekly rent for the area of the rental (obtained from the Department of Building and Housing web site on the date of termination) to be made from the owner to Triple Kay Property Management Limited.
- 30 I/we acknowledge** that if we do not respond to the Agents communication with reference to clause 26 (d) within a reasonable time considering the nature of the emergency, or I/we instruct the agent to withhold repairs to the property then the Agent may terminate this authority immediately by giving notice in writing. The date of delivery of such notice being effective from the date on the notice. This clause applies to Fixed Term Authorities as well as Periodic Authorities.
- 31. 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 tenants failure to carry out any term of the tenancy agreement.

## Residential Rental Management Authority

**32. I/we as owners acknowledge**, that 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 as the property manager or the exercise of any powers, duties or authorities contained in this management authority.

**33. I/we as owners acknowledge**, that 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 agents commission, as if the property was rented, at the same rate of commission as the previous month at the discretion of the agent.

**34. I/we as owners acknowledge**, that 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 immediately and to give notice confirming that decision. If the agent chooses to terminate then clause 29 may apply.

**35. I/we as owners acknowledge**, and agree that if a dispute between the owner and the agent shall arise, which affects or concerns the safety of the tenant or the tenancy premises, and such dispute can not be resolved to the satisfaction of the agent then the agent at the agents 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.

**36. I/we as owners acknowledge**, and agree that if the agent shall receive a fourteen day notice sent by the tenant, then the agent shall have full power and authority to remedy the complaint contained in the fourteen day notice, whether or not I/we concur with the agent. If the owner shall give the agent instructions that conflict with the agents proposed remedy of the fourteen 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. Clause 26 (b) and (e) shall not apply to this paragraph.

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

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

**39. Should there** be any dispute between the parties of this agreement then a joint application will be made to the Disputes Tribunal for an impartial decision.

**40. Except as otherwise** stated in this agreement. Delivery of notices, by post, shall be deemed to have effect on the 4<sup>th</sup> working day following postage to the Address for Service noted in this agreement. If sent by email, then delivery is deemed to have effect on the same day.

**41 Triple Kay Property Management Limited's** Addresses for Service are:

- P.O. Box 35 084  
Shirley  
Christchurch 8640
- Keys@TripleKay.co.nz

**42 Any change** by one party to their Address for Service must be notified to the other party within 14 calendar days of the change.

Signature of Owner \_\_\_\_\_ Signature of owner \_\_\_\_\_

Signature of Property Manager(s). \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

## CODE OF ETHICS

As members of the Independent Property Managers Association (IPMA) we are bound by their Code of Ethics. We have included a copy here for your convenience.

**The primary obligation of membership of the Independent Property Manager's Association of New Zealand is the ethical practice of property management. This code sets out the ethics that guide the decisions and actions of Members.**

1. At all times members of the IPMA will act with professionalism, honesty and integrity, ensuring that their actions do not bring the profession into disrepute.
2. Members will do their utmost to ensure staff or contractors adhere to the ethics of the Association when carrying out work on behalf of Members.
3. Members shall avoid deceptive practices.
4. Members will avoid or disclose any conflicts of interest to clients.
5. Members shall provide independent and objective advice to clients at all times and not be impacted or affected by external influences.
6. Members shall respect the confidentiality of clients at all times and adhere to all privacy requirements relating to the receipt of information.
7. Members shall ensure that all clients have a realistic expectation of services provided prior to accepting contracts.

## APPENDIX

You, as owner, are entering into a business proposition which has people as a major part of the matrix. These people are tenants. Tenants come in a variety of shapes and sizes.

While we endeavour to place excellent tenants into your investment we are hampered by the variety of personalities, habits and upbringing of them. There are a myriad of excuses, reasons and remedies which we can hear and use.

To the best of our ability, we endeavour to manage your investment so that it performs well and remains in good condition.

However, we are not perfect and sometimes there is a successful applicant which we place who works out to be non desirable. Sometimes, it can be a relationship break up, sometimes redundancy. We take all necessary steps to minimise loss in these instances. At times, this will cause us to end up at the Tenancy Tribunal for redress on your behalf.

Two of the major problems residential landlords face with rentals are:

- Mould
  - Mould is almost impossible to stop with a tenant who insists upon closing the windows and not ventilating the property. We like to provide the tenants the best means of cleaning “crying windows” which is (at time of writing) a Mytee Scoopie. Obviously, ventilation is the best remedy for moisture in properties.
- Cleanliness
  - Cleanliness is, unfortunately, a subjective thing and is defined in the Residential Tenancies Act as “reasonably clean and reasonably tidy”. An impossible standard to set and judge as everyone’s idea of clean is different.

Wherever there is a vague comment in the Residential Tenancies Act there is disagreement. Usually the Tenancy Tribunal rules in favour of the tenant in areas of claims unless the state that the property is left in is demonstrably unreasonable. The onus of proof lies in the landlord in these instances.

Rent arrears are something which can be dealt with, easily, as they are a black and white area.

It is rare for a tenant to look after a home as well as an owner does.