



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

Triple Kay's address for service is:
P.O. Box 35 084
Shirley
Christchurch 8640

5692268, 14522043, 17620554

Bank Details:

Rental income collected to be paid into:

Bank: _____

Branch: _____

City: _____

Account Name: _____

Account Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Landlord (Owner) Details:

Name in full: _____

Date of Birth(optional)

-for security reasons

Partner

Name in full: _____

Address for Service:-

(for Communications)

Preferred method of communication

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:

- | | | | | |
|----|--|-----------|-------------|-------------------------------------|
| 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 |

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Description of property

7. Is the property on the market for sale? Yes No

8. Pets:

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

dog cat bird fish other

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?

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 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 drug in the property

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

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:

1. 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.
2. To rent the property on a periodic tenancy or a fixed term for _____ months.
3. To complete a property inspection report at the beginning and end of each tenancy.
4. 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.
5. To organize payment of rental payments to the owners account as and when they fall due for payment.
6. To take all-reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the tenancy agreement.
7. 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.
8. 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.
9. To pay all expenses and regular outgoings authorized by me/us and then invoice me/us for these outgoings.
10. To review the rent every twelve months and recommend to me/us the appropriate market rent.
11. 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.

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Residential Rental Management Authority

- 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 14 if necessary.
- e. From time to time, in consultation with the owner, carry out duties which the owner authorizes in writing.

12. 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. On all moneys collected 8.0% on furnished property
- 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 Baycorp 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. \$25.00 per hour. (hourly rate subject to change giving 30 days notice in writing)
- i. 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.
- j. An initial charge for supplying the Residential Tenancies Act to the property.
- k. The cost incurred by Triple Kay Property Management Ltd for applications to the Tenancy Tribunal.
- l. Interest on outstanding accounts at the rate of 1.5% per month for each part month an account is outstanding. This charge may be compounded.

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m. Should accounts become unpaid Triple Kay Property Management Ltd may (at their sole discretion) arrange for rent to be paid to an account other than the owners account and thereafter deduct account fees monthly before forwarding the balance to the owner on a monthly basis (this sub clause overrides clause 5 herein).

n. All prices plus GST if applicable

13. I/we acknowledge that this authority may be terminated by either party on one months notice in writing 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.

14 I/we acknowledge that if we do not respond to the Agents communication with reference to clause 11 (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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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20. I/we as owners acknowledge, and agree that if the agent shall receive a ten day notice sent by the tenant, then the agent shall have full power and authority to remedy the complaint contained in the ten 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 ten 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 11 (b) and (e) shall not apply to this paragraph.

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

22. 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.

23. 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.

24. Except as otherwise stated in this agreement. Delivery of notices shall be deemed to have effect on the 4th working day following postage to the Address for Service noted in this agreement.

Signature of Owner _____ Signature of owner _____

Signature of Property Manager(s). _____

Dated this _____ day of _____ 2010

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