



# ▶ property management **authority**

**Powered by innovation, passion and building lifetime relationships with our clients, Staircase Property Management has forged a formidable reputation in our industry.**

We buy, sell, build, develop, invest, fund and manage thousands of property assets across New Zealand every year and you will not find a more experienced team of property-centric professionals.

Whether your residential investing is at 'start-up' stage or you are a seasoned veteran, our tailor-made Property Management services will ensure our partnership maximises your returns and minimises your risk.

Contact our passionate team of property fanatics and let us show you how we can add hassle-free value to your portfolio.

Property Address: \_\_\_\_\_



# second schedule – property details

## Property address

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_

City & Post Code: \_\_\_\_\_

## Property details

Available date: \_\_\_\_\_

Total bedrooms: \_\_\_\_\_

Total bathrooms: \_\_\_\_\_

Furnishings:  Furnished  Unfurnished  Partially furnished

## Garaging/Parking

Off-street parking:  Single carport  Double carport

Single garage  Double garage

Fencing:  Full  Partial

Storage Locker: \_\_\_\_\_

## Keys and Security

Alarm System:  Yes  No

Alarm code:  Yes  No

Keys: \_\_\_\_\_

Remotes: \_\_\_\_\_

## Gas

Mains  Bottled

If there are gas fittings in the property, have they been certified?

Yes  No  Not applicable  Not sure

## Pets

Are pets allowed to be kept at this property?  Yes  No  Negotiable  Outside only

Which animal types are acceptable?

Dog:  Yes  No Cat:  Yes  No Other:  Yes  No

## Tenancy Details

Weekly rent amount required: \_\_\_\_\_

Bond required: \_\_\_\_\_

(Equivalent to 4 weeks rent)

Maximum Number of Tenants Permitted: \_\_\_\_\_

Type of tenancy preferred:

Periodic Tenancy

Fixed Term Tenancy  6 months  12 months Other (specify): \_\_\_\_\_

## Chattels

Chattels (or List attached):

## second schedule – property details (continued)

### Water Supply

- Owner pays water
- Owner to pay service charge and tenant to be invoiced for usage
- Staircase Property Management authorised to receive water invoices on owners behalf

### Grounds Maintenance

- Who is to maintain the lawns?  Landlord  Tenant  Not applicable
- Who is to maintain the gardens?  Landlord  Tenant  Not applicable

### Inspection Details

Schedule of inspections: Please check your insurance policy to ensure compliancy

- Quarterly (4 x per annum)
- Biannual (2 x per annum)

### Smoke Alarms

To ensure that your rental property is compliant with the legal requirements for smoke alarms in a rental property we will test the alarms annually and in-between tenants to ensure they are working and compliant. The fee for this service is exclusive of our management charges and is not optional. The fees for this service are outlined in Schedule 5.

### Repairs & Maintenance

Repairs and maintenance to be arranged on your behalf up to the value of: \$

- Use Owners Contractors – list to be provided
- Use Staircase preferred supplier
- Use Staircase Internal Maintenance Department
- Owner to be responsible for all maintenance

### Methamphetamine Testing Between Tenancies

Baseline Testing?  Yes  No

To your knowledge, is the property clear of methamphetamine?  Yes  No

If Baseline Testing is required it is carried out prior to every new tenancy commencing and at the finalisation of the tenancy.

The Agent has advised me/us of the consequences of not having the property tested between tenancies and I/we understand that the Agent will not be able to commence any tribunal proceedings against a Tenant without the evidence/support of baseline testing.

### Body Corp Details

Body Corporate Number: \_\_\_\_\_

Copy of Body Corp Information and Rules Attached:  Yes  No

Body Corporate Chairperson Contact Name: \_\_\_\_\_

Body Corporate Contact Details: \_\_\_\_\_

### General

Accounts to be Paid on my Behalf:

- Water Rates
- Insurance
- Council Rates
- Body Corporate

Other (specify): \_\_\_\_\_

Is the property on the market for sale?  Yes  No

Does the property have a Code of Compliance for all the work done and/or chattels in the property?

- Yes
- No
- Not applicable
- Not sure

## second schedule – **property details** (continued)

### **Healthy Homes**

Please complete the attached Healthy Homes Statement showing the condition of the property and noting any areas that need attention. All properties that are rented must comply with the relevant Healthy Homes legislation.

Do you have a Healthy Homes report for the property?  Yes  No

Would you like us to arrange a Healthy Homes report for the property?  Yes  No

Does the property have a working open fireplace?  Yes  No

If yes we will get the tenant written agreement for use and arrange cleaning annually.

Does the property have a boarded up fireplace:  Yes  No

### **Insurance**

Staircase Property Management recommends that all owners have Landlord Protection Insurance for their properties. We will arrange this on your behalf unless instructed otherwise.

We are required to provide all tenants with details of any insurance that is held on the property.

Insurance company: \_\_\_\_\_ Excess: \_\_\_\_\_

Policy number: \_\_\_\_\_

Insurance policy attached:  Yes  No

## second schedule – property details (continued)

### Property Appraisal

<b>Locality/Aspect</b>	<b>Property Type</b>	<b>Property Details</b>	<b>Area</b>
<input type="checkbox"/> Close to schools	<input type="checkbox"/> House	_____ Total bedrooms	_____ m <sup>2</sup> dwelling
<input type="checkbox"/> Close to shops	<input type="checkbox"/> Townhouse/duplex	_____ Total bathrooms	_____ m <sup>2</sup> land
<input type="checkbox"/> Close to transport	<input type="checkbox"/> Apartment	<input type="checkbox"/> Furnished	<input type="checkbox"/> Shared driveway
<input type="checkbox"/> Close to park	<input type="checkbox"/> Unit/flat	<input type="checkbox"/> Unfurnished	
<input type="checkbox"/> Close to beach	<input type="checkbox"/> Lifestyle/Rural	<input type="checkbox"/> Partly furnished	
<input type="checkbox"/> North facing	<input type="checkbox"/> Holiday home		
<input type="checkbox"/> East facing	<input type="checkbox"/> Retirement living		
<input type="checkbox"/> South facing	<input type="checkbox"/> Coastal/beach		
<input type="checkbox"/> West facing			
<b>Grounds/Fencing</b>	<b>Garaging/Parking</b>	<b>Security</b>	<b>Other Features</b>
<input type="checkbox"/> Fully fenced	<input type="checkbox"/> Off-street parking	<input type="checkbox"/> Video	<input type="checkbox"/> BBQ area
<input type="checkbox"/> Partially fenced	<input type="checkbox"/> Single/double carport	<input type="checkbox"/> Intercom	<input type="checkbox"/> Courtyard
<input type="checkbox"/> No fencing	<input type="checkbox"/> Single/double garage	<input type="checkbox"/> Secure complex	<input type="checkbox"/> Sea view
<input type="checkbox"/> Flat	<input type="checkbox"/> Tandem garage	<input type="checkbox"/> Security screens/doors	<input type="checkbox"/> City view
<input type="checkbox"/> Sloped	<input type="checkbox"/> Internal access	<input type="checkbox"/> Security gate	<input type="checkbox"/> Lift
	<input type="checkbox"/> Auto door		
<b>Living Room</b>	<b>Family Room</b>	<b>Dining Room</b>	<b>Additional Rooms</b>
<input type="checkbox"/> Formal lounge	<input type="checkbox"/> Open plan	<input type="checkbox"/> Formal dining	<input type="checkbox"/> Office/study
<input type="checkbox"/> Open plan	<input type="checkbox"/> Separate	<input type="checkbox"/> Open plan	<input type="checkbox"/> Conservatory
<input type="checkbox"/> Separate		<input type="checkbox"/> Separate	<input type="checkbox"/> Rumpus room
			<input type="checkbox"/> Games room
<b>Kitchen</b>	<b>Laundry</b>	<b>Main Bathroom</b>	<b>Ensuite</b>
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Separate	<input type="checkbox"/> Separate bath	<input type="checkbox"/> Bath
<input type="checkbox"/> Electric/gas cooking	<input type="checkbox"/> In bathroom	<input type="checkbox"/> Separate shower	<input type="checkbox"/> Shower
<input type="checkbox"/> Microwave	<input type="checkbox"/> In kitchen	<input type="checkbox"/> Shower over bath	<input type="checkbox"/> Spa bath
<input type="checkbox"/> Pantry	<input type="checkbox"/> In garage	<input type="checkbox"/> Spa bath	<input type="checkbox"/> Toilet
<input type="checkbox"/> Fridge	<input type="checkbox"/> Washing machine	<input type="checkbox"/> Separate toilet	
	<input type="checkbox"/> Dryer	_____ Total toilets	
<b>Master Bedroom</b>	<b>Bedroom 2</b>	<b>Bedroom 3</b>	<b>Bedroom 4</b>
<input type="checkbox"/> Double/queen/king	<input type="checkbox"/> Single/double	<input type="checkbox"/> Single/double	<input type="checkbox"/> Single/double
<input type="checkbox"/> Ensuite	<input type="checkbox"/> Built-in wardrobe	<input type="checkbox"/> Built-in wardrobe	<input type="checkbox"/> Built-in wardrobe
<input type="checkbox"/> Built-in wardrobe	<input type="checkbox"/> Heating/fan	<input type="checkbox"/> Heating/fan	<input type="checkbox"/> Heating/fan
<input type="checkbox"/> Walk-in wardrobe	<input type="checkbox"/> Balcony/deck	<input type="checkbox"/> Balcony/deck	<input type="checkbox"/> Balcony/deck
<input type="checkbox"/> Heating/fan			
<input type="checkbox"/> Balcony/deck			
<b>Hot Water</b>	<b>Gas</b>	<b>Heating</b>	<b>Amenities</b>
<input type="checkbox"/> Gas infinity	<input type="checkbox"/> Mains	<input type="checkbox"/> Heat pump	<input type="checkbox"/> Gym
<input type="checkbox"/> Gas cylinder	<input type="checkbox"/> Bottled	<input type="checkbox"/> Gas (flued)	<input type="checkbox"/> Pool/spa/sauna
<input type="checkbox"/> Electric cylinder		<input type="checkbox"/> Woodburner/fireplace	<input type="checkbox"/> Tennis court
Size of cylinder: _____		<input type="checkbox"/> None	
		<input type="checkbox"/> Other: _____	

# third schedule - hazard and risk identification log

Premises address: \_\_\_\_\_

Date of inspection: \_\_\_\_\_

The following hazards are present at the PREMISES:

Internal Hazards	Risk	Control
1		
2		
3		
4		
5		

External Hazards	Risk	Control
1		
2		
3		
4		
5		

# fourth schedule – general terms

## 1. Definitions And Interpretations

- 1.1 "Act" means Residential Tenancies Act 1986.
- 1.2 "Agent" and "Owner" means where appropriate the executors, administrators, successors and permitted assigns, employees, and contractors of the AGENT and the Owner.
- 1.3 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

## 2. Term

- 2.1 This Agreement shall be for an initial fixed term of twelve (12) months from the date of this Agreement ("Term").
- 2.2 During the Term the Owner shall not be able to terminate this Agreement early. If for any reason the owner wishes to terminate the agreement prior to the end of the fixed term, subject to the Disputes or Defaults clause of this Agreement a fee of \$ plus GST will be charged.
- 2.3 At the end of the Term either party shall be able to terminate this Agreement by giving one (1) months' notice in writing to the other party to the Address for Service in this Agreement.

## 3. Payments and Fees

- 3.1 In consideration of the Agent performing its property management services in accordance with the Terms of this Agreement, the Owner agrees and undertakes to pay the Agent for such services in accordance with the Management Fees set out in the Fifth Schedule.
- 3.2 The Agent shall be entitled to review the Management Fees by giving one months' notice in writing to the Owner.
- 3.3 The Owner is responsible for and shall pay to the Agent:
  - a) all amounts associated with the maintenance, repairs, and care of the Premises as set out in this Agreement and as agreed between the parties;
  - b) the Legal Fees (if any) as set out in the Fifth Schedule of this Agreement together with any other fees, costs, and expenses associated with the Agent's attendance/ representation at the Tenancy Mediation, Tenancy Tribunal or any other Court Proceedings, including without limitation the Filing Application Fee;
  - c) any debt collection fees, costs or expenses;
  - d) any other amounts payable or incurred by the Agent in the performance of its property management services as set out in this Agreement;

e) you irrevocably authorise us to deduct any accounts owed to any other entities within the Staircase Group, in the event that these invoices are not paid by their due date.

f) GST on any amounts payable under this Agreement.

- 3.4 The Owner authorises the Agent to pay such properly authorised expenditure and disbursements to the relevant parties as set out in the 'Account to be Paid on my Behalf' section of the Second Schedule and to deduct such amounts from the rent as and when incurred. All charges are subject to variation at one month's notice in writing. The Agent is to render to the Owner a statement of monies collected, charges deducted, and accounts paid, and to remit to the Owner all receipts less disbursements on a monthly basis.
- 3.5 If at any time any disbursements are in excess of the rent collected the Owner shall pay such excess immediately to the Agent upon demand. The Agent may, if in its opinion it is necessary, retain in its rental collection account sufficient funds to meet outstanding or pending accounts for properly authorised expenditure or disbursements. The Agent will advise the Owner of the amount retained and the reason for the retention.
- 3.6 Failure to reimburse the Agent for any costs or expenses set out in this Agreement on the due date for payment, shall cause the Owner to pay the Agent default interest at the interest rate of two percent (14%) per annum above the Agent's bank's commercial bill rate on such unpaid amounts from the due date for payment until the date of payment in full.

## 4. The Agent's Obligations & Rights

- 4.1 When performing its duties under this Agreement, the Agent shall:
  - a) act solely as the Agent of the Owner;
  - b) manage any existing and new Tenants and Tenancies;
  - c) advertise for Tenants, as and when necessary;
  - d) sign Tenancy Agreements on behalf of the Owner as Landlord.
- 4.2 In respect of the Tenants and the Tenancy the Agent shall:
  - a) let the Premises for the agreed rent and to receive one weeks rent in advance;
  - b) collect a Bond (equivalent to three (3) or four (4) weeks rent) as set out in the Third Schedule of this Agreement and to pay the same to Tenancy Services (a division of the Ministry of Business Innovation &



## fourth schedule – general terms (continued)

Employment) within 23 working days of receipt and to refund to the Tenant at the end of the Tenancy any part of the bond that in the Agent's judgment is fair and reasonable;

- c) collect the rent and review the rent regularly in accordance with the Residential Tenancies Act 1986;
- d) take such reasonable steps to compel payment of outstanding rent and to enforce the other Terms and Conditions of the Tenancy Agreement;
- e) appoint, at the Owner's discretion, a debt collection agency to pursue any outstanding, unsatisfied money orders from the Tenant;
- f) exercise the Landlord's right to terminate a Tenancy or Tenancies and serve notices upon the Tenant, and take such reasonable action against the Tenant and do all such things necessary to commence and obtain an order for possession or an order to terminate the Tenancy from the Tenancy Tribunal;
- g) resolve any dispute with the Tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal.
- h) carry out inspections during the period of the Tenancy as set out in the Second Schedule of this Agreement;
- i) effect repairs to the Premises through its contractor (in accordance with the terms of the attached Contractors Agreement) as and when these become necessary with the following provisos:
  - i. repairs of any kind may be undertaken up to the amount as set out in the Third Schedule of this Agreement; or
  - ii. as ordered by the Tenancy Tribunal; or
  - iii. in an emergency situation or to protect the Premises or to protect the health and safety of the Tenant;
  - iv. repairs exceeding such amount shall require the Owner's approval;

4.3 For the purposes of this Authority all references to repairs include maintenance.

4.4 The Agent shall use their best endeavours to ensure continuity of rent and maintenance of the Premises, but shall not be liable for any default in payment of rent or any damage to the Premises, vacant or occupied, by any Tenant or otherwise, whether or not a Tenancy has been arranged by the Agent.

4.5 The Agent shall not be responsible for any injury to persons and/ or damage to the Premises arising out of the condition of, or any hazard in or about the Premises.

### 5.0 The Owner's Obligations & Warranties

5.1 The Owner warrants and undertakes to the Agent that:

- a) the information provided in this Agreement, including the Third Schedule, is true and correct;
- b) the Owner is the legal Owner of the Premises;
- c) the Owner has the legal capacity, right and authority to enter into this Agreement for itself and/or on behalf of the other Owners (if a company or trust);
- d) the Premises is insured
- e) the listed Chattels are in reasonable working order and that the Owner holds the current code of compliance certificate (if any) for such Chattels legally requiring the same;
- f) any contractor works commissioned by the Owner shall be licensed and qualified:
  - i. such works are to be completed in accordance with legislation.
  - ii. all compliance certificates must be sent to the Agent.
- g) at the date of this Agreement and to my/our knowledge the property is not contaminated by any hazardous substance including but not limited to Methamphetamine.
- h) the Owner has no knowledge of any health and safety hazards or risks other than what has already been disclosed in the health and safety manual;
- i) at the date of this Agreement the Owner has not:
  - i. received any notice or demand and has no knowledge of any requisition or outstanding requirement:
    - a. from any local or government authority or other statutory body; or
    - b. under the Resource Management Act 1991; or
    - c. from any Tenant or previous Tenant of the Premises; or
    - d. from any other party; or
  - ii. given any consent or waiver, which directly or indirectly affects the Premises and which has not been disclosed in writing to the Agent.

5.2 The Owner further warrants and undertakes to the Agent that after the date of this Agreement that:

- a) any notice or demand received by the Owner which directly or indirectly affects the Premises:

## fourth schedule – general terms (continued)

- i. from any local or government authority, Body Corp or other statutory body; or
- ii. under the Resource Management Act 1991; or
- iii. from any Tenant or previous Tenant of the Premises; or
- iv. from any other party;

shall be immediately delivered to the Agent for disclosure to the Tenant.

- b) any health and safety hazards or risks that come to the Owner's attention shall be immediately advised to the Agent in writing;
- c) any knowledge of the presence of any hazardous substance including but not limited to Methamphetamine shall be immediately advised to the Agent in writing.

5.3 Where the Owner has done or caused or permitted to be done on the Premises any works:

- a) any permit, resource consent or building consent required by law was obtained; and
- b) to the Owner's knowledge, the works were completed in compliance with those permits or consents; and
- c) a code of compliance certificate was issued for such works (if required); and
- d) if the Premises requires a compliance schedule as that term is defined in the Building Act 2004 (e.g. it has a specified system or it has a cable car attached to it or servicing it) that the building has a current building warrant of fitness.

5.4 The Owner agrees to have the Premises tested for Methamphetamine as set out in the Second Schedule of this Agreement.

5.5 With the introduction of the Health and Safety at Work (asbestos) Regulations 2016 fully in force on 4th April 2017, there is a duty for owners to identify any asbestos containing material that they ought to reasonably know that there might be a risk of respirable asbestos fibres. Further there is a requirement to keep the register of asbestos containing materials updated. The Owner of the property agrees to disclose to the Property Manager all areas of the property that the Owner reasonably or ought to know that there is or likely to be containing asbestos containing materials.

5.6 Staircase Property Management acknowledges the Owner values privacy in their dealings with Staircase Property Management and agrees to comply with its obligations in the Privacy Act 2020. The Owner consents to the collection, storage and use of their confidential personal information in connection with the services provided under the Management Agreement.

5.7 The terms, effect and operation of this Management Agreement and any discussions between the parties or their representatives or agents in relation to any aspect of the Management Agreement, including Staircase Property Management services, the property, the tenants, or the relationship between the parties or their representatives or agents, are confidential to the parties and must not be disclosed to any other person or entity or published in any form, including to the media, social media or other online forums, without the prior written consent of the other party unless disclosure is required by law. Staircase Property Management may immediately terminate the Management Agreement without notice if the Owner breaches this clause and the Owner shall indemnify Staircase Property Management for any damages, costs, or losses incurred by Staircase Property Management as a result of the Owner's breach of this clause.

### 6. Disclosure

6.1 The Owner acknowledges and agrees that the Agent may disclose any information to the Tenant which pertains to:

- a) health and safety hazards and risks at the Premises; and
- b) any hazardous substance including but not limited to Methamphetamine contamination of the Premises.
- c) Information relating to the Insurance coverage on the property
- d) Information relating to compliance with the Healthy Homes Standards

### 7. Disputes or Default

7.1 If a dispute between the Owner and the Agent shall arise, affecting or concerning the safety of the Tenant or the Premises, and such dispute cannot be resolved to the satisfaction of the Agent then the Agent at the Agent's sole discretion shall have the right to terminate this Agreement by giving written notice in terms of this paragraph to the Owner.

7.2 A breach of any of the terms set out in this Agreement shall be a default. The non-defaulting party may issue written notice ("Default Notice") to the defaulting party setting out the default and a reasonable timeframe for rectification of such default or in respect of any unpaid monies within seven (7) working days of the date of the Default Notice.

7.3 Failure by any party to rectify any default to the reasonable satisfaction of the other party and within the timeframe set out in the Default Notice, may cause the other party to issue a Termination Notice in accordance with this Agreement.

## fourth schedule – general terms (continued)

7.4 A Termination Notice shall be issued to the defaulting party by the non-defaulting party setting out the date of termination of the Agreement.

7.5 Any termination of this Agreement shall be without prejudice to the rights and remedies available at law and in equity to the non-defaulting party.

### 8. Indemnity and Liability

8.1 The Owner agrees to 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:

- a) any information provided under the Agreement that is found to be a breach of any of the warranties contained in this Agreement.
- b) the proper performance of the Agent's duties as the property manager as set out in this Agreement or in the exercise of any powers, duties or authorities contained in this Agreement.

### 9. Assignment

9.1 The OWNER agrees that the Agent has the right to assign this Agreement to a third party without limiting the Owner's rights to terminate this Agreement as set out in this Agreement.

### 10. Trust Provision

10.1 If any person enters into this Agreement as trustee of a trust:

- a) that person warrants that:
  - i. it has the power to enter into this Agreement under the terms of the trust;
  - ii. it has properly signed this Agreement in accordance with the terms of the trust;
  - iii. it has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Agreement; and
  - iv. all persons who are trustees of the trust have approved entry into this Agreement.

- b) If that person has no right or interest in the assets of the trust except as a trustee of the trust, that person's liability under this Agreement will not be personal and unlimited, but limited to the actual amount recoverable from the assets of the trust from time to time ("limited amount"). If that person has lost or impaired its right to be indemnified from the trust assets, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

### 11. Commission

11.1 The Owner acknowledges that the Agent may receive discounts, rebates and commissions from certain related product and service providers in the event of a referral, including but not limited to products and services relating to the Landlord Insurance and connection services.

### 12. Address For Service

12.1 Any notice to the Owner or to the Agent shall be deemed to be sufficiently served if emailed, posted by ordinary mail or faxed to the Address for Service offered as an Address for Service in this Agreement.

### 13. Prior and Continuing Provisions Post Termination

13.1 The parties agree that the expiration or termination of this Authority shall not relieve the Agent or the Owner of any prior obligations or impair or prejudice the rights of either party against the other.

13.2 The parties agree that the expiration or termination of this Authority shall not affect the obligations set out in this Authority which are intended to continue following expiration or termination of this Authority including clause 11 and without prejudice to any rights which have already accrued to any of the parties.

### 14. Whole Agreement

14.1 This Agreement is the entire Agreement between the parties. In the event the parties wish to amend any terms or enter into new terms, a written variation to this Agreement must be signed by both parties to be effective.

