

# PROPERTY MANAGEMENT AUTHORITY FORM

## Property Management Authority to Oxygen Property Ltd

1. I appoint you to act as my Agent with respect to the management of my properties described in the Schedule.
2. I acknowledge that by appointing you as my Agent, under the terms of the Residential Tenancies Act 1986, you are to act on my behalf as if you were the landlord.
3. I require you to exercise care in the management of my property but I acknowledge that you do not guarantee the rent, the condition of the property nor take any responsibility for possessions of mine stored on the property which are not included in the Schedule and any tenancy.
4. I acknowledge that you cannot be held responsible for any damage caused by tenants whether or not the tenancy has been arranged by you. Further, you have no responsibility for any injury to any person and or damage to the property arising out of the condition of the property and any surrounding hazards.
5. I agree that you are entitled to deduct your proper charges for property management as set out in the Schedule and reimburse yourself any money spent on my behalf, from rents held for me.
6. I have the authority of other owners, if any, to make this appointment.
7. I understand that this Authority may be altered by you by the giving of one month's notice and that failing notice by me of a wish to terminate, then any such changes shall be taken as agreed. Accordingly, this authority may be terminated by either of us at any time, by giving one month's written notice. In the event that I terminate the Authority in the first six months there is a \$500 + gst cancellation fee that I must pay to you. If I cancel this Authority after six months I understand that no cancellation fee will apply.
8. I agree that should I cancel this Authority prior to the receipt by you of rents sufficient to cover your costs as set out in the Schedule, that I will pay your reasonable costs within seven days of your invoice.
9. I will pay in consideration of the management of my properties as set out in the following Schedule:
  - 8.5% + gst of all rents collected by you.
  - 8.5% + gst of the costs of all repairs, maintenance and renovations arranged by you on my behalf.I agree to these fees and that they will be deducted from the rents collected on my behalf and in the case of any repair and maintenance carried out where there is a shortfall of rent, I will pay the balance to you promptly to ensure all creditors are paid in a timely manner.
10. For every new tenancy, I understand there is a \$200 + gst charge to cover, marketing, internet advertising and inclusion on the Oxygen Property Ltd rental list. I understand that for all properties advertised in the Dominion Post there is an additional charge, which shall be the cost of the Dominion Post charges + gst. I understand that there is a credit check charge associated with screening tenants.
11. I understand that there are fees associated with Tenancy Tribunal applications and I agree to reimburse you to the actual charges of Tenancy Tribunal applications.
12. I understand that where I have authorised you to manage a property with rent arrears that were accumulated prior to this Authority that you will endeavour to recover the rent arrears on my behalf via the Tenancy Tribunal process and that I will be charged a fee of 30% of all arrears collected on my behalf.

## This Authority Provides:

1. You are to collect rents on my behalf.
2. You are to collect bonds to be paid to Tenancy Services on my behalf.
3. When any tenancy is terminated, after you inspect the property you may arrange a full or partial refund of the bond to the tenant, as you in your judgement decide what is fair and reasonable.
4. You are to arrange new tenancies as necessary and sign tenancy agreements on my behalf.
5. You are to inspect the property every four months during the course of tenancy.
6. You are to arrange repairs and maintenance to the property as necessary and pay suppliers on my behalf.
7. You are to pay on my behalf regular outgoings on the property as you deem necessary.
8. You are to represent me at any Tenancy Tribunal hearing that may be necessary under the Residential Tenancies Act 1986.
9. You are to send me statements as soon as possible after your balance date at the end of each month, showing any payments to me following your authorised deductions.

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Owner

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Oxygen Property Ltd

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Date