



BARFOOT & THOMPSON DISCLAIMER

This document has been obtained by or on behalf of the client and is made available to customers for general information purposes only. Neither Barfoot & Thompson nor their client warrant the accuracy, completeness or currency of this document nor do they accept liability for any errors or omissions in this document. All customers should obtain and rely on their own documents and legal advice.

Choosing Barfoot & Thompson
to manage your property

barfoot.co.nz/property-management

LICENSED REAA 2008
**BARFOOT
THOMPSON &**
PROPERTY MANAGEMENT

Why choose Barfoot & Thompson?

As an investor, you need to be certain the company looking after your investment gives you peace of mind and optimal returns. Here's how Barfoot & Thompson can do just that.

Money in your pocket

It doesn't cost as much as you think. Our complete service comes at a very competitive property management fee of 8.5% plus GST (9.5% plus GST if the property is furnished), on all monies collected and any repairs and maintenance we carry out on your behalf.

We know your market

We have dedicated property managers in over 65 branches across Auckland, Northland and Tauranga. We've got quality knowledge of your local rental market, and because we're based just round the corner—we can keep an eye on your property easily.

Right tenants, right rent

Our wide network and rigorous selection process will get you the best tenants for your property. Our knowledge of the rental market ensures you get the correct rent from day one, and for the entire time we manage your property. We conduct regular rent reviews, so that we can make recommendations that take into account market changes.

Best technology, working for you

Barfoot & Thompson invests in state-of-the-art property management systems. We link all details of your property—including quotes, repairs, maintenance, inspections and rent payments, so these can be sent to you at the touch of a button, whenever you need it.

Best Lettings Agency in the world

We've been recognised as the Best International Lettings Agency at the 2020/21 International Property Awards for providing the best property management service in the world, so your property is being looked after by the experts.

Trusted communication and service

As a family owned business, we pride ourselves on solid family values; trust, integrity and open communication. We will be in touch on a regular basis and keep you informed about rent reviews, inspections and other relevant information.



Everyday we're helping people like you get the best results for their investment. So, if you want to achieve this for your property, we'd love to help you too.

Stress-free property management? No worries

Owning a rental property can provide outstanding returns over time, but can also be a time-consuming and stressful business.

From screening tenants, to negotiating rent increases, and getting calls about blocked sinks, you know the hassle isn't worth it. However, you want to be confident that your property is being well looked after.

That is where Barfoot & Thompson's Property Management Highland Park comes in.

Our team of dedicated property managers removes the stress of maintaining your investment. We'll find the right tenants, collect and review rent, arrange maintenance and more—all for a very competitive agreed upon rate.

Managing over 17,000 properties across Auckland, Northland and Tauranga, we have our finger on the pulse of the latest rental rates and access to quality tenants. By choosing a company awarded Best International Lettings Agency 2020/21 you can be sure your property is in safe hands.

"The industry is dynamic and it is ever-evolving. We are seeing high immigration levels impacting the market. Our average tenancy is now almost two years, and changes in legislation mean that poor management can not only affect your revenue, it can affect people's lives. With our knowledge of both the industry and the rental market in Auckland and Northland, we are committed to providing consistent and reliable service to investors and the people renting our properties."

Kiri Barfoot - Director of Property Management



By choosing a company recognised as the Best International Lettings Agency, you can be sure your investment property is in the best of hands.

Rental appraisal

Thank you for giving us the opportunity to appraise your property.

Property:
**16B Irirangi Road,
Greenlane**

Prepared for:
Mandy Huang

Prepared on:
26 Mar 2025

Bedrooms : **3**

Floorplan : **m²**

Bathroom : **2**

Exterior : **m²**

Description:

Nestled in a quiet, pohutukawa-lined cul-de-sac, this sun-drenched, two-story contemporary home is perfectly positioned on a half share of an 883sqm (more or less) section.

This appraisal is based on an estimate of the weekly rent that the property may be rented for should it comply with all legal requirements for rental properties, including but not limited to those under the Residential Tenancies Act 1986, building, health, safety and healthy homes standards legislation in so far as they apply to the property.

Barfoot & Thompson make no representation and gives no warranty that the property currently meets these requirements and the purchaser/recipient of this appraisal should make their own inquiries and take their own advice regarding compliance with

The most up-to-date data and market statistics have been used to compare your property with similar, recently rented properties in the area.

Based on these facts and figures and our knowledge of the local market, the weekly rental indication for your property is the price range below.

This is an indication of what you can expect for your property in the current market. The number of comparable properties used for this analysis can vary and influence the accuracy of the price range indicated below.

Our property management team work hard for you to

ensure the best returns for your investment property.

I look forward to discussing this appraisal with you.

Approximately - \$1,025.00 - \$1,050.00 per week

Disclaimer: This rental assessment does not purport to be a registered valuation. It is based on:

- today's market-values may be affected by market conditions and peak/non-peak seasons
- the property complying with all relevant legal requirements, including under tenancy, building, health, safety and healthy homes legislation in so far as they apply to the property. Barfoot & Thompson make no representation and give no warranty that the property currently meets these requirements and the purchaser/recipient of this appraisal is advised to seek their own advice.



Shirlene Brebner

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Highland Park 09 534 9240

<https://www.barfoot.co.nz/s.brebner>

Interactive property toolkit

Introducing a wide range of premium property marketing tools, designed to help potential tenants imagine how their life would work in your property before renting it.



Connecting more tenants with landlords sooner through inspirational photography, 2D and 3D floorplans and an interactive Furnish™ tool to stage and decorate the property online.

Boost your rental

Professional photographs

Professional photography lifts your property's perceived value and creates a great first impression, helping to draw potential tenants in and enhancing the familiar feeling of a home.



2D and 3D Floorplans

Generating qualified leads for landlords, our fully furnished 3D Floorplan gives tenants a good understanding of the different areas in the house.



Furnish™

Helping deliver more qualified leads by empowering tenants to digitally furnish and decorate your property.

To test our Furnish™ tool go to
cdn.diakrit.com/product/furnish/9853801



Packages

	Small	Small +	Standard	Standard +	Large	Large +
Photography	6	6	9	9	12	12
2D Floorplan		✓		✓		✓
3D Floorplan		✓		✓		✓
Furnish™		✓		✓		✓
One–two bedrooms	\$195	\$295	\$275	\$375	\$345	\$445
Three–four bedrooms		\$315		\$395		\$465
Five–seven bedrooms		\$335		\$415		\$485

All prices include GST. For all pricing and further information please contact your property manager.

A final word



At Barfoot & Thompson, we aim to provide you with an efficient, professional and complete property management solution. From finding suitable tenants and collecting rent payments, through to dispute resolution and property maintenance, we take the hassle out of managing your rental.

We know you'll be delighted with the service you receive and the results you achieve. If you have any questions or would like any more information regarding our service, please do not hesitate to contact me or any of the property management team.



Shirlene Brebner

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Landlord number



Property Management Authority

Owner's details

Name

If owned by a trust or company, name of person authorised to give instructions

Telephone Business (00.....) (.....) Residential (00.....) (.....)

Mobile (00.....) (.....) Email

PO Box

Contact address

Statements delivered by ☐ Email ☐ Contact address ☐ PO Box

Bank account name

Bank Branch

Account number

Funds lodged into bank account as above ☐ monthly OR ☐ mid-month and end of month

Note: Payments will be processed on the 1st and 15th of each calendar month. If either date falls on a public holiday or weekend, payments will be made the following business day. Statements are issued once a month only (even if payments are twice monthly).

Emergency contact: If you are unavailable is this person able to make decisions on your behalf? ☐ Yes ☐ No

Name

Telephone Business (00.....) (.....) Residential (00.....) (.....)

Mobile (00.....) (.....) Email

Solicitor (M)

of Telephone

Property details

Address

Current tenants

Name Telephone Email

Name Telephone Email

Note: If tenanted please provide Tenancy Agreement, signed Bond Change of Landlord form, rent payment summary and initial inspection report.

Features Bedroom(s) Bathroom(s) Garaging Off-street parking ☐ 1 ☐ 2 ☐ 3 ☐ 4
 Type ☐ House ☐ Apartment ☐ Townhouse ☐ Unit
 Furnished ☐ Fully furnished ☐ Partly furnished ☐ Unfurnished
 The property is available for sale? ☐ Yes ☐ No

Approximate time property will be available for rent ☐ Periodic ☐ Fixed-term

OR a Fixed-term, from / / to / /

Refer to Landlord before renewing Fixed-term ☐ Yes ☐ No

From 11 February 2021, a Fixed-term tenancy can only end for specific reasons and will automatically become periodic on its expiry unless both parties agree to renew, extend or end the tenancy

Inspections will be completed (choose as applicable):

- ☐ My insurance policy requires inspections per calendar year
☐ I would like inspections per calendar year (maximum four)
☐ I agree to two inspections per calendar year (default if none of the above apply)

Rent at management commencement \$. From 12 August 2020, rent can only be increased every 12 months. Rent increases should be in line with market rent.

Accounts to be paid by Barfoot & Thompson

Local body rates ☐ Yes ☐ No Water rates ☐ Yes ☐ No Body corporate levies ☐ Yes ☐ No

Separate water meter for this property ☐ Yes ☐ No Meter number

I would like Barfoot & Thompson to receive and pay Watercare invoices on my/our behalf ☐ Yes ☐ No

Tenant to pay for water (excluded from rent) ☐ Yes ☐ No Date meter read / / Frequency

I understand that I am required to pay fixed water charges ☐ Yes ☐ No

Tank water ☐ Yes ☐ No Tank last cleaned / / Pump last serviced / /

Other payments

Property checklist

Services

- The property has a telephone line to the property in working condition? ☐ Yes ☐ No ☐ NA
- There is good broadband/cell phone coverage? ☐ Yes ☐ No ☐ NA
- Fibre has been installed? Or I agree to having fibre installed? ☐ Yes ☐ No ☐ NA
- The property has a current power supply with ☐ Yes ☐ No ☐ NA
 - If no, when was power last supplied to the property? / /
- The property has a current gas supply/ bottles? ☐ Yes ☐ No ☐ NA
 - If no, when was gas last supplied to the property? / /
- Does the property have a fireplace? ☐ Yes ☐ No ☐ NA
 - If yes, has this been blocked off? Open fireplaces must be blocked off unless a tenant requests they remain available for use ☐ Yes ☐ No ☐ NA
 - If no, fireplace is in good order and available for use by tenant if agreed? ☐ Yes ☐ No ☐ NA
- Are there any unusual matters or features of the property, which may affect management of the property? ☐ Yes ☐ No ☐ NA

Specify

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Initials.....

Chattels

- All appliances/chattels are in full working order? ☐ Yes ☐ No ☐ NA
- Manuals/instructions for all appliances provided? ☐ Yes ☐ No ☐ NA
- Any special cleaning products required? ☐ Yes ☐ No ☐ NA
- When was heat pump/log burner last serviced? / / ☐ Yes ☐ No ☐ NA
- There is a working burglar alarm: battery last changed? / / ☐ Yes ☐ No ☐ NA

Master code User code

- There is a digital TV aerial in full working order OR I agree to install? ☐ Yes ☐ No ☐ NA
- Are all door/window locks working and have you provided two sets of keys? ☐ Yes ☐ No ☐ NA

Keys for property ☐ Yes ☐ No Number

- | | | | | |
|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Deadlocks | <input type="checkbox"/> Door remotes | <input type="checkbox"/> Security doors | <input type="checkbox"/> Sleepout | <input type="checkbox"/> French doors |
| <input type="checkbox"/> Letterbox | <input type="checkbox"/> Window locks | <input type="checkbox"/> Front door | <input type="checkbox"/> Back door | <input type="checkbox"/> Garage |
| <input type="checkbox"/> Ranchsliders | <input type="checkbox"/> Shed | <input type="checkbox"/> Swipe card(s) | <input type="checkbox"/> Swipe key(s) | |

- Age of floor coverings/carpet

Chattels included in tenancy

- | | | | | |
|------------------------------------|--|---|---|--|
| <input type="checkbox"/> Stove | <input type="checkbox"/> Fridge | <input type="checkbox"/> Drier | <input type="checkbox"/> Light fittings | <input type="checkbox"/> Blinds |
| <input type="checkbox"/> Oven | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Dehumidifier | <input type="checkbox"/> HRV/DVS | <input type="checkbox"/> Net curtains |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> Wastemaster | <input type="checkbox"/> Heating system | <input type="checkbox"/> Sky dish | <input type="checkbox"/> Drapes |
| <input type="checkbox"/> Rangehood | <input type="checkbox"/> Washing machine | <input type="checkbox"/> Heat pump | <input type="checkbox"/> Burglar alarm | <input type="checkbox"/> Fixed floor coverings |

Other chattels

Boarding houses

- Compliance certificate ☐ Yes ☐ No ☐ NA
- Boarding house rules ☐ Yes ☐ No ☐ NA
- Fire evacuation plan ☐ Yes ☐ No ☐ NA

Clean and tidy

- Are you aware of any infestations or pest issues at the property? ☐ Yes ☐ No ☐ NA
- Have the carpets been professionally cleaned? ☐ Yes ☐ No ☐ NA
- Do you wish to have a contractor maintain the grounds? ☐ Yes ☐ No ☐ NA
- Are there any known leaks? ☐ Yes ☐ No ☐ NA
- Are decks and stairs in secure/safe condition? ☐ Yes ☐ No ☐ NA

Pool/spa

- Are any issues known to exist with pool/spa? ☐ Yes ☐ No ☐ NA
- When was pump last serviced? / / ☐ Yes ☐ No ☐ NA
- Do you wish to have a contractor maintain the pool/spa? ☐ Yes ☐ No ☐ NA

If so, who?

Provide a copy of the most recent pool fencing compliance certificate.

Insurance/body corporate details

Insurance – to be paid by Landlord

Is the property insured for any destruction or damage caused by the tenant?

☐ Yes ☐ No

If you have insurance covering the property, advise the excess amounts of all relevant insurance policies.

Insurance company/ companies

Contact name/ broker(s)

Policy number(s)

Name / type of policy	Insurer	Excess amount	Policy provided
		\$	
		\$	
		\$	
		\$	
		\$	

The insurance policy/policies for the property must be made available to the tenant if requested. This ensures that the tenant knows what actions or omission could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess(es) payable.

If these insurance details or policies change and the information above is no longer correct, you must provide us with the correct information as soon as possible.

☐ Copy of insurance policy documents and excess details provided

Body corporate details (if any)

Manager Telephone

Building manager Telephone

Body corporate number

☐ Copy of Body Corporate Rules/cross-lease document provided

Tenancy conditions

Pets – either ☐ No pets allowed OR ☐ Pets permitted by agreement

Animals ☐ Dog ☐ Cat ☐ Caged bird ☐ Fish

Other

Maximum number of persons who may reside in the premises

Smoking ☐ Allowed ☐ Not allowed

Smoke alarms, insulation and healthy homes

- Working smoke alarms ☐ Yes ☐ No Number
- In hallway within three metres of each bedroom? ☐ Yes ☐ No
- 10-year photoelectric alarms? ☐ Yes ☐ No
- Alarms on each level (if multi-level)? ☐ Yes ☐ No
- Do you have an insulation statement? ☐ Yes (attached) ☐ No

If no, describe the insulation and its condition including the R rating, type, location and condition or outline any information you have not been able to obtain and why:

Underfloor product Condition Rvalue or thickness

Ceiling product Condition Rvalue or thickness

Wall product Condition Rvalue or thickness

- Have you had your property assessed for compliance with the Healthy Homes legislation? ☐ Yes (attached) ☐ No

If no, would you like us to arrange on your behalf at a cost of \$ +GST by a professional contractor? ☐ Yes ☐ No

Have you completed a section 13A statement of the current level of compliance? ☐ Yes (attached) ☐ No

Special instructions

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Authority

1 Management

I/We ('the Owner') appoints Barfoot & Thompson Ltd ('Barfoot & Thompson') to manage the property and authorise it:

- a To let the property when required and to prepare and sign Tenancy Agreements on the Owner's behalf.
- b To set new rent levels from time to time so that the property remains reasonably tenanted and reasonably reflects the current market level of rents for such properties (standard rent increases by notice can only take place every 12 months).
- c To collect a bond to be paid to Tenancy Services on the Owner's behalf and after the tenancy is terminated, inspect the property and approve the refund to the tenant on the Owner's account of all or part of the bond as Barfoot & Thompson in its discretion considers is fair and reasonable.
- d To collect rent from the tenant by automatic bank payment or any other method.
- e To deduct all costs, fees and expenses itemised in this Authority from monies held on the Owner's behalf provided Barfoot & Thompson holds sufficient funds to the Owner's credit.
- f To enter the property for the purposes of carrying out inspections of the premises. The Owner acknowledges that inspections are non-invasive visual inspections only and are not a building inspection.
- g To arrange any required cleaning, maintenance and repairs of the property unless instructed otherwise under Special Instructions or in writing.
- h To file applications and to attend mediation and hearings at the Tenancy Tribunal on the Owner's behalf and wherever possible comply with any Orders issued.
- i To if necessary appoint a debt collection agency to pursue any outstanding amounts from tenants.
- j To send the Owner statements as soon as possible after Barfoot & Thompsons' balance date at the end of each month.
- k To undertake additional duties as requested by the Owner which are necessary to properly and effectively manage the property. Any additional duties carried out by Barfoot & Thompson will be subject to additional fees as agreed in writing in advance which the Owner agrees to pay Barfoot & Thompson for carrying out the additional duties.

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Initials.....

2 Repairs

- a The Owner authorises Barfoot & Thompson to spend up to one week's rent or \$ on any repairs without prior approval except where it is urgent and the failure to complete the repairs could endanger the tenant(s) or occupant(s) health and safety or repairs are required to comply with a Work Order of the Tenancy Tribunal. All other repairs must have the Owner's prior approval.

3 Fees

- a ☐ The Owner will pay Barfoot & Thompson 8.50% +GST (if unfurnished) or 9.50% +GST (if furnished) on all monies collected by Barfoot & Thompson, all repairs, maintenance and renovations arranged and paid by Barfoot & Thompson and any water rates, land rates, and body corporate fees paid by Barfoot & Thompson on the Owner's behalf.

OR

- ☐ The Owner will pay Barfoot & Thompson:

- i [rate] % +GST (if unfurnished) or [rate] % +GST (if furnished) on all monies collected by Barfoot & Thompson, all repairs, maintenance and renovations arranged and paid by Barfoot & Thompson and any water rates, land rates and body corporate fees paid by Barfoot & Thompson on the Owner's behalf; and
- ii One week's rent +GST for each letting process undertaken.

Each letting process includes without limitation listing property on barfoot.co.nz, trademe.co.nz, realestate.co.nz and oneroof.co.nz. Inclusion in printed rentals listings in branch, marketing pictures and 'for rent' signage at the property (where practicable), conducting viewings, carrying out checks on preferred applicants and preparation and signing of tenancy agreement.

- b I/We acknowledge that Barfoot & Thompson may pay its salesperson a fee in circumstances where Barfoot & Thompson's engagement as property manager arises out of that salesperson's referral. That fee is a one-off payment from Barfoot & Thompson of 50% of the weekly rent for the particular property, but may be varied from time to time.
- c Barfoot & Thompson may at its sole discretion, (but not within the first 12 months from the commencement of this Authority) increase any and all charges herein by giving the Owner two months notice in writing.

4 Compliance

- a The Owner warrants that the property has all relevant building and resource consents and complies with all council requirements as to building, health and safety and fencing of swimming pool and spa pool (if applicable).
- b The Owner further warrants that there are no legal impediments to the tenant's occupation of the premises for residential purposes.
- c The Owner is not aware of any pending or existing weather-tightness issues affecting the property.
- d To the best of the Owner's knowledge the property has not been used for the production, manufacture or use of any illicit substances.
- e The Owner acknowledges that the property must comply with the Healthy Homes Standards as required by section 45(1)(bb) of the Residential Tenancies Act 1986, and will provide all required information to Barfoot & Thompson. If the Owner is unable to provide the required information then the Owner authorises Barfoot & Thompson to have the property assessed as soon as possible and provide a quotation for the works necessary to make it compliant. The Owner agrees that this assessment will incur costs that the Owner will be required to pay.
- f In the event the Owner does not proceed with the works necessary to make the property compliant with the Healthy Homes Standards, Barfoot & Thompson may, at its sole discretion, cease managing the property until such time it is compliant and notwithstanding the 12-month minimum term of this Authority, cancel this Authority immediately by giving written notice to the Owner.

Signature of Owner(s)

Date / /

5 Methamphetamine

Choose either ☐ 5(a) or ☐ 5(b) – delete one

- a** The Owner consents to a baseline Methamphetamine test being carried out on the property prior to the commencement of the tenancy and subsequent tests being obtained each time the property becomes vacant to reset a baseline reading.

OR

- b** The Owner does not consent to a baseline Methamphetamine test being carried out on the property.

The Owner acknowledges that it has been made aware of the risks of refusing to undertake such testing or the risks of the test results being returned above the levels recommended by Government and/or followed by the Tenancy Tribunal. These risks may include:

- i** having to pay compensation to the tenant due to a Tenancy Tribunal Order or a Settlement Agreement
- ii** incurring testing and decontamination costs, and
- iii** a refusal by the Tribunal to order damages against a tenant for contamination.
- iv** the property being deemed uninhabitable if certain levels are exceeded.

Refusal to obtain a test prior to a tenancy commencing may also limit insurance cover for Methamphetamine Contamination.

6 Sale of property

- a** The Owner confirms that the property is/is not currently listed for sale on the market. ☐ Is ☐ Is not

The Owner shall advise Barfoot & Thompson as soon as the property is listed for sale or the Owner disposes of their interest in the property. The Owner acknowledges that from 11 February 2021 tenants must be given 90 days' notice to vacate the property after a sale agreement becomes unconditional (instead of 42 days' notice) or if the owner intends to list the property on the market after the tenants vacate.

7 Tenancy Agreement

- a** The Owner's name(s) will be recorded on the tenancy agreement. From 11 February 2021, 63 days' notice is required if the Owner requires the property for themselves or a family member to live in, where the property is owned by the Owner personally. Additional information is required where a person associated with a trust or company owner wishes to move into properties owned by trusts or companies. Further evidence to show genuine intention may also be needed as from 11 February 2021 tenancies can only be terminated for specific reasons.
- b** Barfoot & Thompson will be deemed to be the landlord under the Residential Tenancies Act 1986.

8 Privacy consent

- a** Barfoot & Thompson will collect information in relation to the property, including ownership details which may be personal information under the Privacy Act 1993.
- b** The Owner authorises such collection on the basis that the information will be used by Barfoot & Thompson for the proper and efficient management of the property, for marketing purposes, and for the compilation and distribution of statistics.
- c** The Owner agrees to be subscribed to receive industry newsletters from Barfoot & Thompson and may unsubscribe from these at any time should the Owner no longer wish to receive these.

9 Term of Authority and cancellation

- a** This Authority commences immediately upon execution by the parties for a minimum 12-month period. Thereafter this Authority may be cancelled by either party by giving one month's notice provided that no such notice may be given within 12 months from the commencement of the Authority.
- b** If Barfoot & Thompson reasonably considers, at its sole discretion, that:
- i** The property is destroyed or damaged so as to be substantially untenable or unfit for occupation; or
 - ii** There is a risk to the tenant's health and safety in continuing to occupy the property and that risk cannot be abated or removed; or
 - iii** If a dispute arises between the parties which impacts on Barfoot & Thompson's ability to manage the property within industry best practices and such dispute cannot be resolved to Barfoot & Thompson's satisfaction
 - iv** the property does not comply with healthy homes requirements and the owner will not undertake the work required as described in clause 4(f) of this PMA
- Barfoot & Thompson may, notwithstanding the 12-month minimum term of this Authority, cancel this Authority at any time with immediate effect by giving notice to the Owner.
- c** The Owner agrees that in the event of early termination of this Authority (prior to the expiry of the minimum 12-month period) for any reason by the Owner, Barfoot & Thompson has the right to claim any remaining commission, fees and disbursements from the Owner for the remaining minimum term and any costs associated with letting services undertaken (being one week's rent + GST) is payable in addition to any management fees already paid.
- d** Notice of cancellation of this Authority must be given in writing to the email or contact address provided in this Authority.

10 Chimney

- a The Owner authorises Barfoot & Thompson to have the chimney (if applicable) cleaned annually to comply with health and safety and insurance policy requirements.

11 No liability for arrears of rent damage /indemnity

- a Barfoot & Thompson shall not be liable to the Owner for the tenant's default in payment of rent or any other monies, or any destruction or damage caused to the premises, whether or not the tenancy has been arranged by Barfoot & Thompson.
- b The Owner agrees to indemnify Barfoot & Thompson against all actions, proceedings, claims, costs, damages, expenses, losses or liabilities whatsoever, which may be taken or made against Barfoot & Thompson or incurred by Barfoot & Thompson, in the course of and arising out of the proper performance of its duties as the property manager or the proper exercise of any powers, duties, or authorities contained in this Authority.
- c Barfoot & Thompson are a member of the Real Estate Institute of New Zealand and will take reasonable steps to ensure it conducts its activities in accordance with the REINZ Residential Property Management Code of Practice (copy attached).

12 Body Corporate/lease

- a If the property is a unit title property, the Owner agrees to provide Barfoot & Thompson a copy of the current Body Corporate Rules and to advise Barfoot & Thompson of any changes to these rules. If the property is a leasehold or cross-lease title, or otherwise affected by a lease, the Owner agrees to provide Barfoot & Thompson with a copy of any cross-lease or other lease documents on request.

13 Entire agreement

- a This Authority sets out the parties' entire agreement on its subject matter and replaces all earlier agreements and negotiations in connection with it.

14 No variation

- a No amendment or waiver of any provision of this Authority or consent to any departure from it will be effective unless the parties agree in writing.

15 Authority

- a I/We warrant that all information provided by me/us in this Authority are correct and agree that by signing this Authority I/We are the legal owner(s) of the property or are authorised to enter into this Authority and have the authority to make this appointment.

This management is arranged by: Barfoot & Thompson Ltd.

Address

Email Telephone Fax

Barfoot & Thompson Ltd., Registered Office

34 Shortland Street, Auckland,
Member Real Estate Institute of New Zealand

Signature of owner(s)

.....
.....

Date / /

Signed by Barfoot & Thompson Ltd.

.....
Print name

Date / /

REINZ Code of Practice for Residential Property Management

October 2020

Introduction

The Real Estate Institute of New Zealand (REINZ) is a voluntary organisation representing practitioners in the real estate industry. REINZ and its Members are committed to developing and enhancing the real estate industry by providing excellence in customer care and upholding standards of practice that are open, ethical and honest. All Property Management Agency Members of REINZ (Agency Members) agree to support this objective by abiding by these principles in all dealings with their landlords, tenants, other Members of REINZ and members of the real estate profession.

This Code of Practice for Residential Property Management ("The Code") governs the conduct of Agency Members of REINZ and their property managers, letting agents and other employees and/or contractors undertaking residential property management and letting services.

All Agency Members of REINZ will take reasonable steps to ensure that all relevant employees and/or contractors are familiar with the Code and conduct their activities in accordance with both the principles and spirit and intention of the Code.

REINZ Agency Members must also abide by the REINZ Code of Agency Practice and the Code of Individual Membership, which covers the individual conduct of all persons engaged in every Agency Member's business.

General

Agency and Individual Members should comply with the requirements of all relevant legislation including the Residential Tenancies Act 1986, Privacy Act, Secret Commissions Act 1910, Health and Safety at Work Act 2015 and its related regulations, Building Act 2004 and Building Code, Housing Improvement Regulations, Healthy Homes Guarantee Act 2017 and Fair Trading Act 1986 along with any amendments to this legislation. Agency and Individual Members should also abide by any obligations set down by any statutory or professional body established to oversee their respective area of practice.

Agency Members and Individual Members should comply with the Human Rights Act 1993, offer equality of service to any client or customer and not discriminate on the grounds of colour, race, nationality, religion, ethical belief, political opinion, sex, marital status, family status, employment status, disability, age or sexual orientation.

While the Agency Member or Individual Member is obliged to act in the best interest of their landlords, tenants and prospective tenants should also be treated with care.

Agency Members or Individual Members who make public their personal views on the residential property management sector should not claim or imply they are representing the official view or policies of REINZ, unless they have been authorised to do so by the Chief Executive Officer or Board of REINZ.

All Agency and Individual Members of REINZ should comply with the following:

1. Standards of Excellence in the Residential Property Management Sector

- 1.1. Act with professionalism, honesty and integrity to eliminate practices which may bring their agency and the sector into disrepute.
- 1.2. At all times, treat other Agency Members, Individual Members and independent Property Managers in a professional and courteous manner.

2. Landlord Care

- 2.1. At all times, provide professional, independent and objective advice to landlords.
- 2.2. Demonstrate professionalism, honesty and integrity in all dealings with landlords and avoid any conduct that could be misleading or deceptive.
- 2.3. Enter into written management authorities outlining all responsibilities, fees and charges to landlords.

3. Establishing a Rental Figure

- 3.1. Prepare rental assessments on a sound market basis with a current and accurate representation of the rental market, having researched Ministry of Business Innovation and Employment statistics, any available REINZ statistics and other available market information.

4. Management Authority

- 4.1. Use either the Residential Management Authority published by REINZ, or any other form, that clearly sets out the terms and conditions of the agreement including, in the case of a management authority, the duties required of the Agency Member and the extent of the Agency Member's authority.
- 4.2. Complete all management authority documentation with accuracy and clarity.
- 4.3. Prior to advertising a property for letting or prior to commencing the management of a property, obtain an authority signed by all the registered owners of the property or persons authorised to sign the authority.
- 4.4. The registered owners of the property, or an authorised agent signing the agreement on their behalf, should be provided with a signed copy of the letting and/or management authority.

5. Tenant Selection and Tenancy Documentation

- 5.1. Give every prospective tenant a fair and reasonable opportunity to apply for a tenancy. Each application should be considered on its merit with relevant checks and at all times, in compliance with the Human Rights Act 1993 and applicable privacy laws along with any amendments to this legislation.
- 5.2. Ensure applications are reviewed in order to determine the prospective tenant's ability to meet all provisions of the tenancy agreement.
- 5.3. Use either the Tenancy Agreement published by REINZ, or any other form, that clearly sets out the terms and conditions of the agreement.
- 5.4. All tenancy agreement documentation should be completed with accuracy and clarity. A copy of the signed tenancy agreement must be given to the tenant prior to the commencement of the tenancy, including, ingoing Property Inspection Reports which should be accepted by both tenant and Property Manager at the commencement of the tenancy.

- 5.5. Allow an intending tenant a reasonable opportunity to read the tenancy agreement prior to signing the agreement. They must be shown and have explained all the associated costs upon entering into the tenancy agreement e.g. bond and rent in advance.
- 5.6. Advise tenants of their rights to seek independent advice on the tenancy agreement.

6. Tenant Care

- 6.1. At all times, treat tenants with courtesy and respect.
- 6.2. Recommend to tenants they consider obtaining tenants' contents and liability insurance.
- 6.3. Make a tenant aware of the necessity to notify the Agency Member or landlord, as soon as possible after discovery, of any damage to the premises or the need for any repairs, including, but not limited to, swimming pools and their fences and gates (if any).
- 6.4. Ensure the tenant is made aware that the rent needs to be paid as and when it is due and payable under the tenancy agreement.
- 6.5. Professionally manage situations that arise between tenants and those who they may come into contact with such as neighbours, contractors, flatmates, guests and competing Property Managers.

7. Care of Managed Property

- 7.1. Manage the property in accordance with relevant statutes, tenancy agreement and management authority.
- 7.2. Use best endeavours to keep the landlord fully informed of any issues relating to the effective running of the management of their property.
- 7.3. Take all reasonable steps to obtain the best pricing and options for repairs and maintenance. Be prudent in the selection of contractors engaged to carry out work on the property and ensure compliance with relevant health and safety legislation.
- 7.4. Professionally manage the handover of the property back to the landlord or the subsequent Property Manager (if applicable) as required including all relevant records/documentation/keys.

8. Care of Landlord and Tenant Funds

- 8.1. Ensure that client monies held by, or on behalf of, a Member are at all times held in Trust Accounts.
- 8.2. Where legal standards exist in respect of an Agency Member's Trust Accounts, (such as real estate agency work), ensure that all such legal standards are adhered to as a minimum. In addition, or as a minimum, if there are no prescribed legal standards for that activity (such as body corporate management), Agency Members shall ensure:
 - (i) That client monies are protected and that all necessary and prudent steps are taken to ensure the security of such client monies. This shall include holding fidelity insurance, and an annual independent review or audit by a qualified professional of the operation and balance of the Trust Account.
 - (ii) To keep trust account records in a manner that enables those records to be properly reviewed or audited.
 - (iii) That any and all instructions in regard to the disposition of client monies are promptly followed, except where to do so would be unlawful or unethical or is in conflict with instructions from other stakeholders.

- 8.3. Act swiftly to implement procedures to remedy any rent arrears.
- 8.4. Keep full and accurate business records.

Definitions

“Agency Member”	A business entity or person whose name is entered in the Records of Membership as a Member of the Institute, whether as an Agency Member, Affiliated Member, Property Management Agency Member or any other class of corporate membership recognised by the Board of REINZ.
“Individual Member”	All persons whose names are at the relevant times entered on the registers of REINZ as being a Member, whether engaged in the conduct of an Agency Member’s business or as a Member in their personal capacity independent of their employment status.
“REINZ”	The Real Estate Institute of New Zealand Incorporated.
“Trust Account”	An account held at a recognised trading bank with rating of [AA+] or better and recognised as such by the relevant bank as being a trust account in which funds which are not the property of the Agency Member are held and such funds are not to be used to offset any other obligations of the account holder to the Bank. The words “Trust Account” must appear in the name of any account in which client funds are held at any time that they are, or should be, under the Agency Member’s control.
“Accredited Property Manager”	A member who has met all the requirements for the REINZ Accreditation Programme for Residential Property Management, including investing 10 hours of continuing professional development per calendar year.