

The RayWhite logo is positioned in the upper right corner of the image. It consists of the brand name "RayWhite" in a bold, black, sans-serif font, set against a bright yellow rectangular background.

**RayWhite.**

The text "Exclusive Casual Letting Agreement" is centered in the lower half of the image. It is written in a black, serif font and is overlaid on a semi-transparent white rectangular area. A small yellow horizontal line is located directly beneath the text.

**Exclusive Casual  
Letting Agreement**

## WELCOME

*Thank you for choosing to work with Ray White Best Property Management. We are looking forward to assisting you with your property investment journey and sourcing a suitable tenant for your property.*

*We ask that you please work through our exclusive casual letting agreement and complete this as best as possible. The information requested is either legally required to become part of your future tenancy agreement (Insurance & Healthy Homes Standards information, etc), or is needing to be disclosed to any potential applicants at the viewing stage (Chattels and property-specific details, etc).*

*It is important to note that any undisclosed information can cause problems in the future, so if you have any questions we welcome the opportunity to talk through these with you. We require this agreement to be completed and signed prior to beginning the casual letting process.*

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## *OWNER/LANDLORD INFORMATION (PCBU DETAILS)*

Owner/landlord full name:

Name of trust or company (if applicable):

Physical address for service:

Alternative address for service:

Email address:

Phone and/or mobile:

Other contact details:

## *OWNER/LANDLORD BANK ACCOUNT DETAILS*

Account name:

Bank / branch:

Account number:

## *AGENT/PCBU DETAILS*

Property management company name: Ray White Best Property Management

Business address: 30 St Heliers Bay Road, St Heliers

Office phone: 09 528 3456

Property managers name:

Mobile:

Email address:

## *PROPERTY ADDRESS*

The address of the property is considered 'the workplace' and same matter' under section 34 of the Health & Safety at Work Act 2015.

## FEES & CHARGES SCHEDULE

The owner/landlord agrees to pay the costs as outlined below. The advertising fee is required up front prior to the property being listed and the letting fee will be deducted automatically from the initial rent amount that we collect from your tenant.

Please note, all fees under 'Optional Extras' are added services that can be made available, and not included in the standard casual letting process.

| STANDARD CHARGES | DESCRIPTION                       | TOTAL PRICE                                 |
|------------------|-----------------------------------|---|
|                  | Rental appraisal                  | Included                                    |
|                  | Ray White resources & guides      | Included                                    |
|                  | Advertising costs                 | \$300 + GST                                 |
|                  | Tenant procurement fee            | 1 weeks rent + GST (minimum \$600 plus GST) |
|                  | Tenant background & credit checks | Included                                    |
|                  | Execution of tenancy documents    | Included                                    |
|                  | Administration fee                | Included                                    |

### OPTIONAL EXTRAS

|                                 |                |
|---------------------------------|----------------|
| For Rent Signboard              | \$200.00 + GST |
| Professional advertising photos | \$180.00 + GST |

### EXCLUSIVITY

This agreement is an exclusive agreement. The owner/landlord agrees not to engage another company to list the property and attempt to find tenants at the same time, or do this independently, once this agreement has been entered into.

If the owner/landlord enters into a completed tenancy agreement after the commencement of advertising, the owner/landlord agrees to pay the agent's letting fee and other costs within 7 days of notification the property is no longer available for rent.

### LETTING FEE AND OTHER COSTS

The owner / landlord agrees to pay Ray White Best Property Management fees as outlined in this schedule. The advertising fee of \$300 plus GST is to be paid up-front prior to the property being listed for rent. If the agent completes the casual letting process and has otherwise facilitated the introduction of a suitable tenant, and before the tenant has entered into the tenancy agreement, the owner/landlord withdraws the property from the rental market for any reason, the owner/landlord shall still be liable to pay the agent the costs outlined in the agreement. All fees are non-refundable.

**Best in the Bays Ltd**  
**ASB St Heliers**  
**12-3027-0003408-02**  
**Ref - Property Address**

## TENANCY DETAILS

The property will be available from:

Preferred lease type: Fixed Term / Periodic

Are you aware of the different rules surrounding fixed-term vs periodic tenancies? Yes / No

Minimum lease length available:

Maximum lease length available:

The *preference* of lease length to be secured is:

Rent: \$

Bond: Four weeks rent

Maximum number of occupants to occupy the premises:

Are pets permitted in the tenancy: Yes / No / Negotiable

Notes:

Are there any other considerations we should be aware of or may need to disclose to your tenant?

**PROPERTY TYPE**

- House
- Townhouse
- Apartment
- Unit/flat
- Lifestyle/rural

**SECURITY**

- Security Cameras
- Alarm

**KITCHEN**

- Dishwasher
- Waste disposal
- Electric cooking
- Gas cooking
- Rangehood
- Microwave
- Pantry
- Fridge/freezer
- Stove
- Under bench oven
- Wall oven
- Hob
- Induction cooktop

**PROPERTY DETAILS**

- Total Bedrooms:
- Total Bathrooms:
- Furnished
- Unfurnished
- Partly furnished

**AERIALS**

- Tv Aerial
- Sky Aerial

**MAIN BATHROOM**

- Separate bath
- Separate shower
- Shower over bath
- Spa bath
- Heated towel rail
- Exhaust fan
- Separate toilet
- Combined toilet

**HEATING**

- Heat pump
- Gas (flued)
- Woodburner
- Heat transfer

**GARAGING/PARKING**

- Off-street
- Single carport
- Double carport
- Single Garage
- Double Garage
- Shared Driveway
- Power
- Auto door

**ENSUITE**

- Bath
- Shower
- Spa bath
- Heated towel rail
- Exhaust fan
- Toilet

**HOT WATER**

- Gas infinity
- Gas cylinder
- Electric cylinder

**WINDOW COVERINGS**

- Blinds
- Curtains
- None

**LAUNDRY**

- Separate
- In bathroom
- In kitchen
- In garage
- Washing machine
- Dryer
- Dryer vent

**ADDITIONAL**

- Office/study
- Conservatory
- Rumpus room
- Games Room
- Toilet
- Fibre Internet

**FLOOR COVERINGS**

- Carpet
- Wood
- Vinyl
- Other
- Condition
- Age

## GROUNDS & GARDENS RESPONSIBILITIES

|                    |   |                                 |
|--------------------|---|---------------------------------|
| Lawn maintenance   | <input type="checkbox"/> Owner/landlord | <input type="checkbox"/> Tenant |
| Garden maintenance | <input type="checkbox"/> Owner/landlord | <input type="checkbox"/> Tenant |
| Pool maintenance   | <input type="checkbox"/> Owner/landlord | <input type="checkbox"/> Tenant |
| Pool supplies      | <input type="checkbox"/> Owner/landlord | <input type="checkbox"/> Tenant |

Does the fence surrounding the pool comply with Fencing of Swimming Pools Act 1987 and if required, the Building Act 2004? Yes / No / Unsure

Are there any extra points to note surrounding the home or grounds and gardens that we should be aware of, or may need to disclose to your tenant?

## KEYS & SECURITY ALARMS

Number of keys supplied:

Alarm code:

Number of garage door remotes:

Control location:

Door code:

Monitored Alarm:

## UTILITIES LIABILITY

|          |                                 |   |   |
|----------|---------------------------------|---|---|
| Power    | <input type="checkbox"/> Tenant | <input type="checkbox"/> Owner/landlord | <input type="checkbox"/> Seperate Meter |
| Water    | <input type="checkbox"/> Tenant | <input type="checkbox"/> Owner/landlord | <input type="checkbox"/> Seperate Meter |
| Gas      | <input type="checkbox"/> Tenant | <input type="checkbox"/> Owner/landlord |   |
| Internet | <input type="checkbox"/> Tenant | <input type="checkbox"/> Owner/landlord |   |

## GENERAL PROPERTY INFORMATION

Does the property comply with all relevant and required building and council consents?  
Yes / No / Unsure

Does the property comply with all buildings, health and safety enactments as they apply to the property?  
Yes / No / Unsure

Does the property have pending or existing weather tightness issues?  
Yes / No / Unsure

The owner/landlord confirms the property meets all requirements allowing it to be legally used for long term accommodation purposes.  
Yes / No / Unsure

To your knowledge, has the property been used for production of any illicit substances?  
Yes / No / Unsure

Has the property been tested for methamphetamine contamination?  
Yes / No / Unsure

If yes, what was the test date?

Do you require us to arrange a meth test prior to the new tenant moving into your property?  
Yes / No

If yes, you confirm that you are required to provide us a copy of the meth test results

Does the property have a septic tank:  
Yes / No / Unsure

If yes, what date was it last emptied?

Is there a water tank on the property?  
Yes / No / Unsure

If yes, is the water tank full?

Is the property on the market for sale:  
Yes / No / Unsure

What chattels are to be included with the property and made part of the tenancy?

What chattels listed above are not to be replaced or repaired in the future?  
(This must be specified in the tenancy agreement)

Are there any items/ chattels at the property that are not in working order?  
(We need to disclose this before the signing of any tenancy to prevent being included as a replaceable chattel)



# SMOKE ALARM DISCLOSURE STATEMENT



The owner/landlord agrees that the property must have working and compliant smoke alarms in place at the beginning of any Tenancy and that this is a legal requirement.

The owner/landlord is responsible for ensuring these are present, of the correct variety, and in working order prior to any tenancy commencing. For more information or assistance in this matter, please speak with us directly.

|   |                              |                             |
|---|------------------------------|-----------------------------|
| Smoke alarm within 3m of all bedrooms     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| At least one smoke alarm per storey/level | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| All smoke alarms within expiry period     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Total number of alarms at property:       |                              |                             |

List smoke alarms installed in property:

| Location | Type / Model | Expiry | Tested Date |
|----------|--------------|--------|-------------|
|          |              |        |             |
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|          |              |        |             |

## HEALTHY HOMES STANDARDS

- I can supply a third party healthy homes compliance statement now
- I can supply a completed Tenancy Services healthy homes compliance statement now
- I will arrange and supply a third party healthy homes assessment prior to advertising and provide the compliance statement to my property manager

## HEALTHY HOMES COMPLIANCE

- I confirm that this property is compliant with the relevant Healthy Homes Standards as they relate specifically to this property
- I confirm that this property is not compliant under the Healthy Homes Standards. I understand the property has 90 days to comply with the Healthy Homes Standards from the tenancy start date. I agree that if the property is not made compliant within this time frame, and subsequent damages, fines or decisions that are made by the Tenancy Tribunal for non-compliance, I (the property landlord/owner) are fully liable for these fines.
- I confirm I am aware of my Healthy Homes Standard obligations and any risks associated with non-compliance. **Note:** There can be substantial financial penalties associated with non-compliance of the Healthy Homes Standards.

## INSULATION STATEMENT

*Please Note:*

- If you have provided a compliant healthy homes standards statement which passes the insulation standards required, your property will be compliant
- If your home does not meet the current healthy homes standards for insulation, you must currently still meet the 2019 insulation standards before a tenancy can begin

Insulation is compliant in accordance with healthy homes standards, with compliance statement provided to prove this: Yes / No

If no, evidence of insulation exemption supplied with healthy homes compliance statement: Yes / No

If insulation does not meet healthy home requirements, or an exemption applies:

- Date insulation was last upgraded: or N/A
- Date insulation was last professionally assessed: or N/A

### **Ceiling Insulation**

- Insulation in the ceiling meets the minimum 2019 standards
- Insulation in the ceiling is compliant with current healthy homes standards
- There is no insulation in the ceiling. Please note: the house cannot be advertised until it complies with the the minimum insulation standards
- Ceiling insulation is exempt as per the healthy homes compliance statement

### **Underfloor Insulation**

- Underfloor insulation meets the 2019 insulation standards
- Underfloor insulation is compliant with healthy homes standards
- There is no underfloor insulation. Please note: the house cannot be advertised until it complies with the the minimum insulation standards
- Underfloor insulation is exempt as per the healthy homes compliance statement

### **Wall Insulation**

Wall insulation is not compulsory, however, the information must be provided where it is known .

- Insulation is present in walls
- No insulation in present in the walls
- I don't know either way as it is not accessible

|

The owner/landlord understands insurance information relating to the property must be included within any tenancy agreement, including whether or not the property is insured, and the excess amount of any policies relevant to the property.

If the rental property is part of a body corporate, owners/landlords must also include insurance information that is relevant to the tenant's liability for damage of both the rental property itself, and the shared facilities.

The tenancy agreement must also include a statement informing tenants that a copy of any insurance policy related to the property is available on request, unless copies have already been provided.

If the insurance details for the property change after we have completed the tenancy agreement on your behalf, it is your responsibility to inform the tenant of any changes within a reasonable time.

## *Is the property insured? Yes/No*

### **Primary Insurance**

Insurance company:

Insurance type: (e.g. dwelling, tenancy specific)

What is the excess amount?

Copy of insurance policy attached: Yes / No

### **Secondary Insurance**

Insurance company:

Insurance type: (e.g. dwelling, tenancy specific)

What is the excess amount?

Copy of insurance policy attached: Yes / No

### **Body Corp Insurance**

Insurance company:

Insurance type: (e.g. dwelling, tenancy specific)

What is the excess amount?

Copy of insurance policy attached: Yes / No

I / We (known as “the Owner” or the “Landlord”) hereby appoint Ray White Best Property Management to act as my/our sole agent for the letting of the above property on the terms and conditions set out below with respect to the property details and other matters referred to in the general property details.

The owner/ landlord acknowledges and agrees that:

### **Acknowledgement**

The details supplied in the Exclusive Casual Letting Authority are correct.

### **Body Corporate**

If the owner/landlord is the owner of a body corporate unit, then the owner/ landlord must advise the tenant immediately of any change to body corporate rules.

### **Bond**

To collect a Bond equivalent to four weeks before the commencement of a new tenancy or lease. I authorise you to pay the bond to the Ministry of Business Innovation & Employment on my behalf within 23 working days of receipt.

### **Collection Costs**

If as a result of this agreement there is an outstanding sum of money owed to the agent, then the owner/landlord agrees that the owner/landlord may be liable for all costs associated with the recovery of the debt, and that may be collected by a debt collection agency. Costs payable by the owner/landlord shall include legal fees, debt collection, commissions, fees, and disbursements, and/or filing fees and disbursements.

### **Consents**

If the owner/landlord is one of other owner/landlords, the owner/landlord warrants that they have the consent of the other owner/landlords to enter into this Casual Letting Authority.

### **Default**

If any employee of **Ray White Best Property Management** should fail or neglect to perform any duty or obligation required under this agreement, the owner may, after first giving seven days' notice of this default to the property manager, be entitled to terminate this agreement by giving 14 days' notice in writing to the property manager, but without affecting the landlord/owners contractual rights under the contract at law or in equity, to recover any losses they have sustained.

### **Disputes**

If any dispute should arise concerning this agreement, which the parties to the agreement cannot satisfactorily resolve, the matter shall be referred to the arbitration of two arbitrators and their umpire if necessary. Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1908 or any statutory amendment or re-enactment in force at this time.

### **Health and Safety**

The property is free from health and safety risks and you confirm that any Healthy & Safety specific risks you have made us aware of before we grant the tenancy to a tenant.

### **Indemnity**

The landlord will 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 agent's duties or the exercise of any powers, duties, or authorities contained in this Casual Letting Authority.

### ***Liability***

By entering into this agreement the agent does not accept any 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. The agent does not accept liability for any damage done by any contractor.

### ***Methamphetamine***

The owner/landlord is of no obligation, but understands it is recommended that a pre-tenancy methamphetamine test is conducted to insure the property is free of contamination. This test may also be used to determine liability if contamination is found at the property in the future.

### ***Possession***

The owner/ landlord will give the tenant the keys and grant possession on or before the agreed start date.

### ***Property Inspection***

The owner/landlord is advised it is recommended they carry out a pre-inspection on the leased property before a tenant takes possession. It is recommended that ongoing routine inspections are carried out no less than 4 times a year.

### ***Resource & Building Consents***

The owner/landlord warrants that the property to the best of their knowledge has all relevant building and resource consents and complies with all council requirements as to building, including town planning requirements, health and safety requirements and fencing of swimming pool requirements.

### ***Tenancy Agreement***

The owner/landlord authorises you to use any tenancy agreement form you deem appropriate.

### ***Warranty as to Ownership or Authority as Landlord***

The owner/landlord by signing this agreement warrants that they are the owner/landlord of the rental premises or are authorised to enter into this Agreement and has or have the authority to appoint the Manager.

### ***Water***

The owner/ landlord will complete a water meter reading upon possession.

## AGENTS RESPONSIBILITIES

**As the owner/landlord(s) of this property , we authorise and instruct you to:**

- Advertise the property for rent and conduct viewings of the property.
- Receive applications, conduct due diligence checks on applicants, select the best application on merit, and refer the best tenant application to the owner/landlord for final approval.
- Collect (one / two) week's rent and bond from the tenant and pay the bond to the Department of Building & Housing.
- Draft tenancy agreement and bond documents
- Other:

## OWNER/LANDLORD RESPONSIBILITIES

**As the owner/landlord, I agree that it is my responsibility to do the following:**

- Sign tenancy agreement and bond form
- Complete a written property inspection report on granting occupation and provide this to the tenant
- Complete a chattels list if appropriate before granting possession
- Complete a water meter reading on granting possession
- Serve the tenant with a notice under Section S.47 if the property is on the market or goes on the market, providing the tenant has enjoyed a minimum tenancy of 6 calendar months
- Honour your future compliance obligations in relation to healthy homes standards or any other legislation that may not have come into effect at the time the tenancy agreement was signed

## SIGNATURES

I/we warrant that all information supplied by me / is correct and that where there is more than one owner I have authority to bind other co-owners/landlords.

**Signature of Owners / Landlords:**

**Date:**

**Property Owner/landlords name (PCBU):**

**Signature of Agent on behalf of Property Management Company :**

**Date:**

**Property Management Representative (PCBU):**

**How did you hear about us?** Advertising / Existing Client / Internet / Newspaper / Referral / Other

If other, please note:

Would you like to receive a free copy of our Landlord, Tenant or Claimable Expenses Guide? Yes / No