Instructions to Act as Property Manager

TO: Quinovic Property Management Limited (Quinovic)

PO Box 6618
Wellington 6011

Owner Details

1. OWNER(S) Donald McDonald

Address For Service: 103A Washington Lane
Glen Eden

2. PREMISES

Property Code	HO110030
Address	175 Victoria Street Te Aro Wellington
Description	Residential
Furnishing	Not specified
Tenancy Type	Fixed Term Only
Rent Required	
General Bond Required	4 weeks

Terms and Conditions

3. MANAGEMENT

The Owner appoints Quinovic Property Management Limited ("Quinovic") to act as Agent upon the terms herein provided for the renting, tenanting and managing of the premises, and agrees to pay the charges as prescribed by the Quinovic scale of fees until the agency is terminated in writing by either party to have effect after the expiry of the minimum term. The Owner confirms that the premises has received all required consents to permit its use as separate residential rental accommodation.

4. MINIMUM TERM

The authority shall commence upon the date of signing this agreement and shall have a minimum management term of twenty-four (24) months from that date or until the end of the first tenancy (whichever is the later). Upon extension of a tenancy or re-letting, the minimum management term shall extend to the new tenancy termination date.

5. PAYMENTS TO BE MADE

Quinovic is hereby authorised to pay the following disbursements from the rents collected:

- Water
- Repairs and Maintenance to a maximum of one week's rent (plus GST) or $750.00 (plus GST), whichever is the greater and other disbursements as specifically authorised by the Owner.
- Insurance premiums (Specify) : _____
- Other Payments (Specify) : _____
- Water Meter Id: _____ Location: _____

6. FEES

Quinovic is hereby authorised to deduct from rents collected the following Fees and Commissions (plus GST);

- Commission charges for the management of this property set at 6.00% of all rents and other monies collected.
- Property Inspections set at $50.00 per Inspection.
- New Tenancy Fee set at $750.00 per Tenancy.
- Commission charge on accounts paid set at 10.0% of the total account including GST (N/A to rates & insurance)
- $10.00 handling fee for payment of rates and $10.00 for payment of insurance.
- Attendance at Tenancy Tribunal Hearings or at Mediation on behalf of the Landlord or as a witness set at $90.00 per hour.

All charges are subject to variations at one month's notice.

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7. SALE OF PROPERTY

In the event that the property is placed on the market for sale then a one-off charge of up to $550.00 (plus GST) shall apply to cover the cost of tenancy negotiations and other related administration.

8. REPORTING

Quinovic is required to render to the Owner a monthly statement of monies collected, charges deducted, and accounts paid, and remit to the Owner all receipts less disbursements.

Payments to	Direct Credit to	Bank	Branch
Donald McDonald (100.00%)	12-1321-3131313-311	Other	

If at any time the disbursements are in excess of the rents collected the Owner hereby agrees to pay such excess promptly upon demand of Quinovic.

9. QUINOVIC'S AUTHORITY

Quinovic is authorised to:

- Select Tenants.
- Sign Tenancy Agreements for the premises or any part thereof.
- Collect rents due.
- Issue receipts for monies collected.
- Exercise the Landlord's right to terminate Tenancies.
- Serve notices upon Tenants.
- Issue notice to terminate the Tenancy.
- Take such action against the tenants and do all such things necessary to commence and obtain an order for possession or an order to terminate the Tenancy from the Tribunal and any appeal arising therefrom.

10. RELETTING

At the end of each tenancy or in the event of a vacancy the agent is to:

- Relet unless otherwise instructed in writing

11. GENERAL BOND

Quinovic is to:

- Collect the general bond from each tenant and deposit the same with the Ministry of Business, Innovation & Employment – Tenancy Services.
- Initiate the refund of the general bond monies to the tenant by the Ministry of Business, Innovation & Employment – Tenancy Services upon satisfactory completion of the tenancy; and
- Where necessary to lodge claims against general bond money under the rules of the Residential Tenancies Act 1986.

12. DISBURSEMENTS

Quinovic is authorised to advertise the availability for rental of the premises and prepare and distribute promotional material, credit check prospective tenants and to photographically record the condition of the premises at the commencement of each tenancy. The Owner agrees to pay for these disbursements (plus GST). If the Owner withdraws the property from the rental market for any reason, then the Owner shall be liable to pay Quinovic a Fee for marketing costs by reason of the Owner's withdrawal of the property from the market. The cost shall be the equivalent of one week's rent at the appraised price (plus GST).

13. REPAIRS

Quinovic is authorised to make or cause to be made any repairs or alterations and to do the decorating of the said premises, to purchase supplies and pay all accounts thereto. Quinovic agrees to secure prior approval of the Owner on all expenditure exceeding $750.00 (plus GST) for any one event, except monthly operating charges and/or emergency repairs in excess of the maximum if, in the opinion of Quinovic, such repairs are necessary to protect the property from damage or to maintain essential services to the tenants as called for in their Tenancy Agreement.

14. INSPECTIONS

Quinovic is authorised to carry out inspections of the premises one month after the commencement of each tenancy and then at quarterly intervals at the rate set out under Fees in clause 6 of this authority. If Quinovic considers that a follow-up inspection is required a month later, that follow-up inspection is authorised under the same terms.

15. INSURANCE

The Owner undertakes responsibility to ensure the premises and chattels are adequately insured and will inform Quinovic of any updates or changes to the insurance for the premises and/or chattels. The Owner hereby authorises Quinovic to represent their interests and to liaise on their behalf with the insurance company.

Insurance Company: AMI Policy Number: D00211668000

16. QUINOVIC INDEMNITY

(a) The Owner will hold and keep indemnified Quinovic against all suits proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against Quinovic in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of Quinovic herein.

(b) The Owner acknowledges that this authority is subject to the Residential Tenancies Act 1986 and any other Act passed by Parliament affecting residential tenancies.

(c) The indemnity given by the Owner pursuant to clause 16 (a) hereof shall be extended to include any illegal activities undertaken by the tenants at the property TO THE INTENT that Quinovic shall be kept indemnified against liability for all such illegal acts, property damage caused by, or attributed to the illegal acts, together with any consequential losses which are alleged to flow from the said illegal activities.

17. EARLY TERMINATION FEE

If the Owner cancels this Agreement for any reason within the Minimum Term other than as a result of Quinovic's breach, such cancellation shall not be effective unless the cancellation notice is accompanied by a cancellation fee equal to the Management Fee that would be payable for the remainder of the Minimum Term if the Property were fully rented at the current rental rate.

18. TERMINATION BY QUINOVIC

18.1 If a dispute between the Owner and Quinovic shall arise affecting or concerning either the safety of the tenant or the tenancy premises, and such dispute cannot be resolved to Quinovic's satisfaction, then Quinovic at Quinovic's sole discretion may terminate this management agreement forthwith by giving written notice to the Owner.

18.2 Quinovic may terminate this agreement by giving one month's notice in writing to the property Owner.

19. EMERGENCY CONTACT

Friend or Power of attorney to contact in an emergency:

Tel(W): Tel(H): Tel(M):

20. SPECIAL INSTRUCTIONS & INFORMATION

21. HEALTH AND SAFETY

21.1 Quinovic and the Owner will comply with the requirements (if any) of the Health and Safety at Work Act 2015 and in particular Quinovic will train Employees (if any) to do their job safely and will;

21.1.1 have a Health and Safety Policy;

21.1.2 ensure that all Contractors and the employees of any Contractor are suitably qualified to perform services in relation to the Property;

21.2 Quinovic will take reasonable steps to ensure that all Contractors:

21.2.1 comply with Quinovic's Health and Safety Policies;

21.2.2 have and implement an appropriate safety programme which complies with all relevant legislation ;

21.2.3 make provision for the identification of existing and potential hazards in the workplace, and for the development of appropriate control measures;

21.2.4 undertake appropriate supervision of those persons carrying out the Contractor's services;

21.2.5 implement procedures for making sure all health and safety requirements are complied with;

21.2.6 identify safety equipment to be used and the procedures to be adopted in the case of emergency;

21.2.7 take steps to identify control and eliminate any hazards in the workplace environment;

21.2.8 ensure that any safety information provided by the Quinovic is passed on to the Contractor's employees, agents and subcontractors; and

21.2.9 take appropriate measures to protect the Contractor's employees, agents and subcontractors and tenants and the Property.

21.3 The Owner will immediately advise Quinovic of any hazards or risks and situations which may cause harm in respect of the Property of which the Owner is aware.

21.4 Quinovic and the Owner will comply with the requirements of the Health & Safety at Work (Asbestos) Regulations 2016. Under the regulations, Owners and Property Managers are required to identify and report on hazardous substances. Where asbestos is present, or assumed to be present, an Asbestos Management Plan is required where major repairs and renovations are being undertaken.

22. METH TESTING

Quinovic will arrange for meth testing at a property:

- as required under the Residential Tenancies (Managing Methamphetamine Contamination) Regulations 2026 s7(2), that is:
  - if notified by New Zealand Police or a local authority that manufacture has, or is likely to have occurred, or
  - when a valid screening assessment indicates contamination.
- if we have reason to suspect meth may be being used by tenants.

Quinovic will also arrange for meth testing when we first receive a property for management, and at the end of each tenancy, to support insurance and potential Tenancy Tribunal evidence requirements, unless you specifically instruct us that you opt out (below).

Tick the following field to opt out:

☐ I choose to opt out of meth testing when Quinovic first receives a property for management and at the end of each tenancy.

Date: _____

Note:

- The owner acknowledges that responsibility for notifying and communicating with their insurance provider regarding their policy rests solely with the owner.
- If meth testing results in a level above the maximum inhabitable level of meth for premises prescribed in the Residential Tenancies (Managing Methamphetamine Contamination) Regulations 2026, Quinovic will terminate the tenancy under the Residential Tenancies Act 1986 s 59B.
- Any testing and decontamination costs will be charged to the property.

23. LEGISLATIVE REQUIREMENTS

23.1 **Smoke Alarms -** The Owner authorises Quinovic to install and replace smoke alarms to ensure compliance with minimum legislative requirements.

23.2 **Healthy Homes -** The Owner will comply with the healthy homes standards as required by section 45(1)(bb) of the Residential Tenancies Act 1986. If Quinovic cannot obtain from the Owner the information required for Healthy Homes compliance in a timely manner, Quinovic is authorised to engage an external provider to assess the property for compliance with Healthy Homes legislation, the cost of which will be borne by the Owner. Quinovic is also authorised to take required actions to ensure the property is compliant with Healthy Homes legislation and the Owner agrees to meet the cost of compliance.

23.3 **Legally permitted for use as residential accommodation -** The Owner confirms that the premises have received all required consents to permit its use as separate residential rental accommodation.

24. COLLECTION COSTS

If at any time during the tenancy or management, there is debt owed by the Owner to Quinovic, then the Owner agrees that the Owner shall be liable for and pay for all costs of recovery of the debt, which costs shall be collected by a debt collection agency. Costs payable by the Owner shall include legal fees, debt collection, commissions, fees and disbursements, and /or court filing fees and disbursements.

25. PRIVACY STATEMENT

Quinovic may collect personal information from any agent that has previously provided property management services in relation to the property, for the purpose of obtaining its management history. By signing this agreement, you authorise Quinovic to collect this information. You have the right to request access to, and correction of, any personal information held about you, in accordance with the Privacy Act 2020.

AUTHORITY SIGNED

by the above-named Owner/s or Person duly authorised to act on behalf of the Owner/s

Signature _____ Date: / /