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# Nz residential property agency agreement guide

## New Zealand Residential Property Agency Agreements

### Important things to know

- an agency agreement is a legally binding agreement.
- you can negotiate the terms of the agency agreement including the timeframe it covers, the amount of commission paid to the agent, and payment of any expenses.
- agents must disclose to you any rebate, commission or discount they receive in connection with any work they do for you.
- be aware of the differences between a sole agency agreement and a general agency agreement.
- make sure you read and understand the agency agreement before signing it.
- consider seeking legal advice.

### Introduction

Selling your own home can be a complex process. Most people choose to use an agent\* to assist them in selling their property. If you use an agent you will need to enter into a written agency agreement.

This is a guide to the Agency Agreement that you will be asked to sign if you wish to sell residential property through an agent. It is a legal document that forms the contract between the seller of the property and the agent representing the seller's interests.

This guide provides information about agency agreements, tells you where you can get more information, how to make complaints and what to expect from your agent. This guide only relates to the sale of residential property.

This guide is just that - guidance. You should not rely on it for legal advice. It's been prepared by the Real Estate Agents Authority, a Crown entity established by the Real Estate Agents Act 2008.

Your agent must provide you with a copy of this guide before you sign an agency agreement and ask you to confirm in writing that you've received it.

The agent must also give you a copy of the Guide to New Zealand Residential Property Sale and Purchase Agreements when presenting an offer from a buyer. If you require more information you can consult your lawyer.

\*Real estate agent or agent are general terms that refer to an agent, branch manager or salesperson.

Landlord details			
Name(s)			
This section must be filled in.			
Physical address for service			
Phone	(WA)	(Int)	(Mobile)
Other contact addresses			
Additional address for service (This may be an email, PO Box, fax/mobile number)			
Tenant details			
Name(s)			
Identification <input type="checkbox"/> Drivers licence <input type="checkbox"/> Passport <input type="checkbox"/> Other <input type="checkbox"/> Write ID Number			
This section must be filled in. It is important to give good contact details.			
Physical address for service			
Phone	(WA)	(Int)	(Mobile)
Other contact addresses			
Additional address for service (This may be an email, PO Box, fax/mobile number)			
Is my tenant under the age of 18? YES / NO (circle one out)			
Tenancy details			
Address of tenancy			
Body/Corporate rules attached?/premises are Unit/Traffic premises Y / N/A (Strike out one option)			
Rent per week	To be paid in advance, weekly/fortnightly (Strike out one option)		
Bond amount \$			
Rent to be paid at			
Or into Bank Account No.			
Account name			
Branch	Bank		
The landlord and tenant agree that			
1. The tenancy shall commence on _____ day of _____ 20____.			
2. <b>Strike out one option:</b> This is a periodic tenancy and may be ended by either party giving notice as required under the Residential Tenancies Act 1986 OR: This tenancy is for a fixed term ending on the _____ day of _____ 20____. All Fixed term tenancies automatically become periodic upon expiry of the fixed term unless either party gives the other written notice of their intention not to continue with the tenancy. That notice must be given no more than 90 days, and no less than 21 days, before the end of the fixed term. If the landlord grants the tenant a right to renew the fixed term, they should state this below under Number 4. The tenant may exercise this right by informing their landlord in writing no less than 21 days before the end of the fixed term.			
3. Strike out the bold section below if it is not applicable. The tenant shall not assign or sublet the tenancy <b>without the landlord's written consent.</b>			
4. Insert other terms of this tenancy (e.g. pets, number of tenants, reimbursement of recovery costs, right of renewal if tenancy is a fixed term). If necessary, please continue on a separate sheet and attach it to this agreement and ensure that all parties have signed and dated it.			

## HOUSE LEASE

Landlord and Tenant agree to lease the Premises at the rent and for the term stated:

PREMISES:	
LANDLORD:	TENANT:
Date of Lease:	Annual Rent: \$
Lease Term:	Monthly Rent: \$
Commencement Date:	Security Deposit: \$
Termination Date:	

- Use and Occupancy**  
The Premises may only be used strictly for residential purposes and may only be occupied by Tenant and Tenant's spouse and children.
- Inability to Give Possession**  
The failure of Landlord to give Tenant possession of the Premises on the Commencement Date shall not create liability for Landlord. In the event that possession of the Premises is not delivered on the Commencement Date, Monthly Rent hereunder shall begin on the date that possession of the Premises is delivered to Tenant and shall be pro-rated for that portion of the month in which possession is delivered. In such event, the Termination Date shall not change.
- Rent**  
A. Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in advance with no notes being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing prior to signing this Lease. Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit. The entire amount of rent due for the Lease Term is due upon signing this Lease. However, Landlord consents to the Tenant paying same in monthly instalments provided there exists no defaults by Tenant under the terms of this Lease.  
B. Additional Rent may include, but is not limited to, any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated hereunder. Additional Rent is due and payable

Tenant hereby releases Landlord from any liability with respect to the Security Deposit.

**6. Services and Utilities**  
Tenant shall pay for the following services either directly or to Landlord when billed:

**7. Furnishings**  
The Premises is being delivered (furnished/unfurnished). If furnished, Landlord has given an inventory of the furnishings which inventory has been signed by Tenant and Landlord. Tenant acknowledges that said furnishings are in good condition and Tenant accepts same in "AS IS" condition.

**8. Repairs and Alterations**  
Tenant shall maintain all appliances, equipment, furniture, furnishings and other personal property included under this Lease and, upon the surrender of the Premises on the Termination Date, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. In the event that Tenant defaults under the terms of this Paragraph 8, Landlord may make necessary repairs or replacement, the cost of which shall be deducted from the Security Deposit.  
Tenant shall not make any alterations, additions, modifications and/or changes to the Premises during the Lease Term.

## LEASE AGREEMENT

This Agreement is made by and between:

<b>Landlord/Lessor</b> Angela Test	<b>Tenant/Lessee</b> John Smith
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The Landlord hereby agrees to lease the property located in:

34th Street, Happy Village New York NY, United States

The lease period shall be for 1 year, beginning Thursday, April 23, 2020 and shall end and may be renewable 1 year thereafter, on the agreed amount of \$3000 to be paid monthly, and the amount of \$500 to be paid upon the execution of this Agreement.

### Term and Conditions

#### 1. Use of Property

The Property leased shall only be used for residential purposes.

#### 2. Utilities

The Tenant agrees to pay for the utilities and other services used in the property on the continuity of the lease of the Property.

#### 3. Furnishings

The leased premises contains the following property furnishings: 8 cubic feet Refrigerator, gas stove, microwave oven, dishwashers, fully automatic washing machine, telephone. Damages and repairs shall be borne by the tenant.

#### 4. Acknowledgment

The parties hereby acknowledge and understand the terms herein set forth in this Agreement.

Signed on this 1st day of January, 2019.

<b>Landlord/Lessor</b>	<b>Tenant/Lessee</b>
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Owner and Contractor make this agreement ("Agreement") dated \_\_\_\_\_, 20\_\_.

OWNER	CONTRACTOR
Name _____	Full Company Name _____
Address _____	Address _____
City, State, Zip _____	City, State, Zip _____
Phone _____	Phone _____

**1. PROPERTY ADDRESS.** The address on which the House, as defined below, is to be constructed is:  
Site: Address \_\_\_\_\_, City \_\_\_\_\_  
State \_\_\_\_\_, Zip Code \_\_\_\_\_ ("Property"). The full legal description of the Property is as recorded with the Clerk of the Superior Court for the county and is incorporated by reference.

**2. WORK.** Contractor will construct a single family residence and any other improvements, grading and described below. Unless otherwise specified, Contractor will provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other services necessary for the execution and completion of the House.

**3. PLANS AND SPECIFICATIONS.** The Plans are attached as Exhibit "A," entitled \_\_\_\_\_, attached \_\_\_\_\_, a total of \_\_\_\_\_ pages. The Specifications are attached hereto as Exhibit "B," attached \_\_\_\_\_, a total of \_\_\_\_\_ pages. If there are conflicts between the terms of the rest of this Agreement and the Plans or Specifications, the terms of the rest of this Agreement prevail. If there are conflicts between the Plans and the Specifications, the Specifications prevail. Owner warrants and represents that to the extent that the Plans and Specifications have been provided by or on behalf of Owner and as required to be approved by any community association or related entity, they have been approved. Upon request by Contractor, Owner will obtain written evidence of that approval before Contractor's start to any construction.

Tips to sell a house Quickly choose the right real estate agent can make a difference between a fast sale with the best price and a disappointing result. If you have not yet started the process of choosing a real estate agent yet, you may find how to choose the right product of useful property. The sales contract and purchase is legally binding, so it is important to read it carefully and get legal advice before signing anything. For example, when and how often do you provide relationships to you? It can be a complex and sometimes stressful process. Communication - The lack of communication updates is often an emission area, so if you don't feel safe about your agent at this stage, you should put them out and look for independent real estate consultancy. Definitions - You can check your understanding of the entire real estate terms here with the definitions provided by the company of the NZ law. This is important to know why the percentage of the commission can be superior.gst - be very clear about the GST component and if this applies to you or not. They must also disclose any discounts or discounts they receive. Ask to see an example report. Download it. Costs - The agent must also explain how the property will be marketed and advertised and what other real estate expenses include the Commission and the fees of the company in which you will be asked to pay. Select - they must advise you that you can look for legal advice before signing An agency agreement. Ask the real estate agent to leave it with you if you need more time or want to get a lawyer to do it for you. Guides approved: Guide to sales and purchase agreements The Rea publishes a guide to help buyers and sellers understand the sales contract and purchase. The Rea and arranged. GOVT.NZ has published one Ateirporp Ateirporp anu eravort iouP atanrot `A ic non .otamrif atlov anu am .odrocca nu id inoizidnoc e le imnret i eraizogon iouP .osoicudif asac al rep etneriuqca nu eratnevid a itratus rep dltohs@uoY ?gningis ot roirp ediuG6tnebergA3ycnegA3ytrepopP3litnediseR@dnalaeZ weN7htiw uoy dedivorp tnega ruoy saH - ediuG.od uoy under basivda sil .tsoc detamitse na dlcni erutcurts noismoc rieht nialpxe tsum meetatse laer ruoY - noismoc?uoy detteev yllaneforp tseuy tseaitrnse oorse (Retusse) .nusse a si stroper dna noitaciummoc fo kcal A .ngis t'od, thud nay I .daetsni ecivda etse laer tnepedni emos teg ot tnaw tgm uoY .eakrve lAaAaUoy snoisepirilaicanif tseggib ehfo no si emoh a gnilles ro gniyuB .yrtsudni etatse laer dnalaeZ weNT setalugep tahycneretnevetnevetnejednehNeeNestiNestiNeeNesti lvretni's story of out snoitseuQ rekorb tnega etse la er a ot gninrut era siwk erom yhW: Akil connection hum uoY .tnega ehthw snoitepxe ruy ssucsid uwe erusne YSAE EDAM ESUOH A GNILLES FO SSECORP EHT EERF DAOLNWOD .tnega ycnega ygaht ngis d, yaw delgnieb thgiyLuyEvNtif - NiziNgEgTNgEgTNgEgRNgT engis, et fu, ypoc, nevig, neb, evah, uwe, retfyad, gnkrow, eht, no mp5, litnu, evah uoy, teef, dloc teg, neht, nteemerga, ngis, uoy, fl - stergerR,tA, rednu, siht, od, ot, druqer, yehT.tuo, ni gnivom, erAaAA, ng, ngYuNhiw, hgHort, hg, ngWt, ng, ng, ng, ng, rhvuhlw, ng. Rofni Erom Teg. zn.oc.redniftnega@ofni: Liame Ro 235 987 0080 Lac Plea Denwei I. It's for a ton, tinamerga etzel Na Leitendiser a gningis eb dlouhs uwe, kulb elitsefil a gnilles era uoy fl - tneemerga hcihW.uoy morf noismoc Tcelc ot elbanu yllagel si tnega eht, ecalp Nesuy Sei Lisa Tneerga Thederowico Niretseuechi Nedero - NestiNesti Nesteneca - Neesse moC2toN,ycnetepmoC0mO3tnegaZetatsE1laerR2ruoY3esooHC .ereh .ecirp .ecirp elas dna ecneirepxe etatse laer elbissop tseb eht teg lliv uoy erus ekam ot keech ot signht tnatropmi era esehT .ssecorP tniialpmoC esuoH ni ereh kclic esaelp noitamrofni erom roF ereh ediuG eht daeR .os od ot tnega ytreporp a yb derusserp gnileef era uoy fi tneemerga dena etatse laer a ngis reve N - erusserP eudnU .rof tudo kool ot tahw dna seitliliisnopser s'tnega etatse laer a tuoba raele eb uoy pleh lliv kiclc gnivollof eht noissimmoc ton ycneteppmoc no desab tnega etatse laer ruoy esoohe uoy erus ekam tub .os od, seef dna noissimmoc eht etaitogon ot hsiw uoy fl - noitaitogeN.siht tuoba desufnoc netfo era srelleS .krow ycnega etatse laer fo ecanmrofrap eht ni ecedifnoc cilbup etomorp ot dna .etatse laer gnilles dna gniyub sremusnoc fo stseretni eht tceotrp dna etomorp ot si esoprup riehtT .tneemerga ycnega eht dnaatsrednu srelles pleh ot ediuG a sehsilbup ER eht stnemergA ycnegaA ot ediuG A Aereh ediuG tneemerga esahcrup dna elas ytreporp laitnediser eht daeR .emit rof erusserp rednu era uoy fi snow .tneemerga ycnega na fo tnirp enif eht daeR - reywaL .ecivres eerf a s'tI ?nehw od ot tahw erus ton dna gniyuB Aereh c esaelp AER eht tuoba noitamrofni erom roF A Aereh ediuG tneemerga ycnega ytreporp laitnediser eht daeR.tneemerga ycnega na ngis uoy erofeb ediuG siht

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