

Larocque Property Management 3795 Gregoire Rd. Russell, ON. K4R-0H5 Tel: 1-866-515-4907 Office@LarocquePM.com

# PROPERTY MANAGEMENT AGREEMENT

| THIS AGREEMENT                 | made this _  | _ day of      |            | , 20_   | _ ("Effective Date"        | ") |
|--------------------------------|--------------|---------------|------------|---------|----------------------------|----|
| by and between Lar             |              |               | 0          |         | $\boldsymbol{\varepsilon}$ |    |
| Russell, ON. K4R-0H            | 5. (hereaft  | er referre    | d to as th | e "AGEI | NT")                       |    |
| AND;                           |              |               |            |         |                            |    |
| (Name)                         |              |               |            |         |                            |    |
| ()                             |              | stered owner) | )          |         |                            |    |
| (Address)                      |              |               |            |         |                            |    |
| (hereafter referred to as "OW  | NER").       |               |            |         |                            |    |
|                                | Rental       | Proper        | ty Ado     | dress:  |                            |    |
| RENTAL ADDRESS:                |              |               |            |         |                            |    |
|                                | Unit&S       | Street        | City       | Prov.   | Postal Code                |    |
| (hereafter referred to as "Ren | tal Property | ,")           |            |         |                            |    |

## **Recitals**

WHEREAS the OWNER(s) is/are registered owner(s) and holds legal title or other lawful authority for the property and premises of the Rental Property, including authority to enter into this Agreement;

WHEREAS the OWNER wishes to retain the services of the AGENT and the AGENT wishes to perform the said services more fully described hereunder, in the manner and upon the terms and conditions hereafter set forth;



## **SECTION A: SERVICES & AGENT'S AUTHORITY**

\*\*membership fee includes\*\*

The **AGENT** shall be providing access to the following Services at costs and shall exercise reasonable care and diligence in performing the following Services herein on behalf of the **OWNER**, and shall have all actual, usual and implied authority to:

- (A) *Tenant Support Services* Under the Agent's Authority and Compensation stated in (Section B), following the EXPENDITURE LIMIT, the AGENT shall be readily available during business hours of operation (section 9 GENERAL 9.4), to assist and respond to the tenants and or residents in answering their questions, communicating their request and addressing their concerns in regard to the Rental Property on behalf of the OWNER.
- (B) *Emergency Line* The agent will provide access to the 24 Hours Tenant Support & Emergency Line. The AGENT or a LarocquePM representative, shall be readily available to assist over the phone to answer tenant emergencies request and calls 24 hours a day seven (7) days a week on behalf of the **OWNER**. This service is subject to additional fees and or charges depending on the complexity and requirement of the situation to be resolved. Any admin agent time and or agent on site service, work, including repairs are to be considered at charge to the **OWNER**. Note that after hours labour charges and fees are 1.5x the standard agent hourly rate. The **AGENT** will be diligent and attempt to avoid working after-hours and limit these surcharges whenever possible by schedule the work required during regular business hours and/or enlisting the tenant's participation.

## (i) **EXPENDITURE LIMITS** – Agent's Authority

The AGENT will have the authority to charge the OWNER for ordinary outward physical condition repairs, maintenance and all work order and services authorized by this agreement for and in regards to the Rental Property, providing the expenditures for any one item, repair or service call shall not exceed the amount of (SET LIMIT BY OWNER) \$\(\frac{(+hst)}{600}\) for each instance, without the express written consent of the OWNER (given by e-mail or otherwise), except where the AGENT considers the circumstances surrounding the request for the repairs or services to be an emergency and/or the AGENT is unable to secure the prior consent of the OWNER in a timely fashion after making commercially reasonable efforts to do so.



# Section B – SERVICES & AGENT'S AUTHORITY

\*\*At Cost Services Implied\*\*

(B) *Move-Ins Inspections, Move-Outs and Repossessions* – The AGENT will, on every transfer of possession for the rental property, perform an inspection and provide a complete report of the Rental Property to the **OWNER** as circumstances and conditions reasonably permit, of the outward physical condition of the Rental Property and premises. This service includes all the work, steps and procedures required to train the tenant(s) about the rental property and the transfer the possession of the property from the **OWNER** to the tenant and back again from the tenant back to the **OWNER** at the end of the residency.

**Estimated Cost: \$100.00 fee/service** (depending on size of home and complexity) (1hr Agent "On-site" & 0.25~0.5hr Admin labour + travel)

**Move-ins** are conducted automatically at the beginning the the lease and established the condition of the property upon transfer of possession to the tenant.

**Move-Outs** are conducted automatically after receiving notice of end of lease (N9) from tenant/resident. 50 to 45 days prior to end of lease, the move out inspection is processed to allow time to report back to owner and submit a claim if needed prior to end of lease and transfer of possession.

**Repossession** are conducted automatically during the final days of the tenancy. This inspection is conducted to review and report the condition upon return of keys and possession back to the owner. It is important to review after possession to ensure unit is ready for next tenant moving in the next day and that the exiting tenant has followed the directions and met their obligations to the Owner.

(C) Semi-Annual Inspections & Review – The AGENT will conduct a Inspection of the Rental Property based on a predetermined check list at the discretion of the AGENT twice per year. A full report, including visual representation of the outward physical condition of the rental property based on the check list, including a Highlights list of all observed and found items will be submitted by the AGENT to the OWNER for review.

Estimated cost per year: ~\$200 (approx \$100 per inspection) (based on 1hr Agent "On-site" & 0.25~0.5hr Admin labour + travel)



(D) **LEGAL MATTERS**: With prior consent by the **OWNER**, Enforce the provisions of any rental or tenancy agreement, institute legal action or other proceedings to collect rent and sums due, and dispossess tenants and other persons from the premises on behalf of the **OWNER** in accordance with this Agreement and the *Residential Tenancies Act* ("ACT"), as amended from time to time, for the Rental Property identified herein. This service does not include **AGENT** labour, applicable fees, charges or legal cost, including owner legal representation that may apply in the enforcement of the same;

#### Cost: \$37.50/hr Admin labour fee

(1hr Admin labour + Claim cost if applicable)

- Submitting a standard provincial form and/or notice to tenant = 1 Admin hour max
- Submitting Claim under N5 provincial forms may vary on admin hours
- (E) **Paying Bills on Behalf of Owner:** Agent will have authority to pay bills for the rental property, contract, hire and/or outsource services on behalf of the **OWNER** to 3<sup>rd</sup> party companies for work orders, tasks and/or repairs, including but not limited to; property maintenance items that require a licensed professional to resolve (ie: Plumber, Gas Technician, Electrician, etc...)

#### Cost: \$37.50/hr (Admin time - 15mins)

- + 3<sup>rd</sup> party charge for work order & repairs (no profiting)
- Admin Cost Estimate = \$9.37/instance
- (F) Work Orders & Special Jobs Special items or other services in any way related to the Rental Property that is not expressly mentioned or listed herein may be requested by the OWNER and, if accepted by the AGENT, will be subject to hourly and service rates indicated in section in Article 5.