

If the tenant(s) has left goods behind, don't dispose of them.

If the goods are disposed of by the landlord and subsequently turn out to be of value, the landlord may be subject to a claim for damages.

Torts (Interference with Goods) Act 1977:

- The Act permits landlords to dispose of goods left behind as long as the correct procedures are followed.
- The Act also requires landlords to take care of the tenant's goods and make reasonable arrangements to trace the tenant so that their goods can be returned to them.
- Notice should be served in accordance with Schedule 1 of the Act, requiring the tenant (or the true owner of the goods) to come and collect them. The notice should be sent to the tenant if the address is known, and in any event attached to the property so that it can be clearly seen.

The notice will need to state the following:

- where the goods are being kept
- where sale of the items will take place
- if items are sold, sale and storage costs will be deducted from the proceeds of sale
- list the goods that remain
- Reasonable time to collect the goods is dependent on the landlord; however 14 days or more is sufficient.

If all reasonable steps have been taken to contact the former tenant and the notice has expired, landlords can dispose of the goods. If the goods are sold, any proceeds of sale that remain - after deducting storage costs and debt owed to the landlord - must be returned to the former tenant.