

ABANDONED GOODS: RESIDENTIAL TENANCY

It is the responsibility of tenants to ensure that all of their belongings are removed from premises at the end of a tenancy. However, if goods are left behind the *Residential Tenancies Act* requires landlords to store them in a safe place and manner until they are either reclaimed or auctioned.

However, if the goods left behind are perishable foods or of a value less than a fair estimate of the cost of their removal, storage and sale, then the landlord may remove, and destroy or dispose of the goods.

Notice Required

Within 14 days of storing the goods, the landlord must:

- give notice of the storage of the goods to the tenant, if they have left a forwarding address; and to
- any other person who may have an interest in the goods.

Also within 14 days of storing the goods the landlord must publish, in a newspaper that circulates throughout the Northern Territory, a notice that they have stored the goods.

The notice required to be published in the newspaper and to be sent to the tenant is prescribed under the *Residential Tenancies Act* and is on the last page of this Fact Sheet.

Collection of Goods

A person who is entitled to possession of the goods may reclaim them from the landlord. However, before reclaiming the goods the person is required to pay the landlord for the reasonable costs of their removal and storage and the cost of publishing the notice in a newspaper.

Sale by Auction

If the goods are not reclaimed within 30 days after the date on which the landlord took possession of the premises, the landlord is required to arrange for them to be sold by public auction as soon as practicable after this time.

On the sale of the goods by auction the landlord may retain out of the money from the sale:

- the reasonable costs of removing, storing and selling the goods;
- the reasonable costs of putting a notice about storing the goods in a newspaper; and
- any amounts owed to the landlord under the tenancy agreement.

Any money that is left from the sale must be paid to the owner of the goods, or if they cannot be contacted, to the Commissioner of Tenancies to hold in trust for the owner.

Purchasers of abandoned goods sold at auction acquire a goods title to the goods that defeats the tenant's interest in the goods.

Disputes

If a dispute arises between a landlord or tenant during the process of disposing of abandoned goods, either party may refer the matter to the Northern Territory Civil and Administrative Tribunal (NTCAT) to resolve.

Notice By Landlord Of Storage Of Goods

To: _____
(name of person to whom notice is addressed)

Of: _____
(address)

Re: Goods left at residential premises at the following address:

Details of relevant residential tenancy agreement:

1. Name of tenant: _____

2. Date tenancy terminated: ___/___/___

The following goods were left on the premises: (*specify goods, other than perished or perishable foodstuffs or goods of a value less than a fair estimate of the cost of their removal, storage and sale*)

These goods have been stored in a safe place and manner.

If you are entitled to possession of the goods, you may reclaim the goods by paying to me:

- (a) the reasonable costs of removing and storing the goods; and
- (b) the reasonable costs of publishing this notice of the storage of goods in a newspaper circulating generally throughout the Territory.

If the goods are not reclaimed on or before ___/___/___ (being 30 days after the day on which I took possession of the premises), the goods will be sold by public auction. I will then retain from the proceeds of sale various costs and amounts owed to me.

These costs and amounts are -

- (a) the reasonable costs of removing, storing and selling the goods;
- (b) the reasonable costs of publishing this notice of the storage of goods in a newspaper circulating generally throughout the Territory;
- (c) the amounts owed to the landlord under the tenancy agreement.

Signed: _____
(Landlord/ Agent)

Full name of Landlord/Agent _____
and address