

A guide for landlords about dealing with abandoned goods

Step 1 - Allow the tenant 2 days to remove their goods

Once a tenant has left the property, if they have not removed all of their goods then they must be allowed 2 days to do so. If they still have not removed all of their goods from the property then the landlord must deal with those goods as “abandoned goods”. A landlord may dispose of perishable items immediately. What is required of the landlord with the other items remaining there depends on the likely resale value of those items.

Step 2 - Assessing the cost of removing, storing and selling the goods

The landlord needs to get a quote from a removalist and storage facility about the costs of:

- i) packing the tenant’s goods;
- ii) removal and storage of the tenant’s goods;

- iii) sale of the goods.

If the combined costs of removal and storage are likely to be more than the resale value of the goods then the landlord may dispose of the goods. The landlord may retain the reasonable costs of removal, storage and sale of the items. Any balance remaining must be paid to the tenant, or if their whereabouts are unknown, to the Commissioner for Consumer Affairs, to be held in the Residential Tenancies Fund until it is claimed by the tenant.

If the combined costs of removal and storage are likely to be less than the resale value of the goods, the landlord must try to contact the tenant, tell them what goods were found at the property; store the items securely and allow the tenant up to 28 days to claim the goods.

If the landlord decides to remove the items personally, then landlord can allow \$24.90 an hour¹ for the time it takes to pack and remove

¹ This rate is derived from the *Caretakers and Cleaners Award* (SA) and is subject to change. The award is available on the South Australian Employment Tribunal website

www.saet.sa.gov.au. See Schedule 1 – Wages – Part B Cleaners. The rate is derived from the Building Attendant Grade 1 Total per week. The amount is current as at 30 October 2017.



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them. The cost of a trailer can also be included if one is required.

The tenant may claim their goods back during the 28 days but only if they pay the reasonable costs incurred in dealing with the goods.

Step 3 – If the tenant does not claim their goods back

If the tenant does not claim their goods back within 28 days, the landlord may sell or otherwise lawfully dispose of the property as if the landlord were the owner of the goods.

There may be costs incurred by the landlord in storing, removing or selling the abandoned goods. The landlord is entitled to keep, from the proceeds of the sale of the abandoned goods, a reasonable amount to cover these costs. If the landlord stores the goods at the premises, the landlord is entitled to keep an amount for rent and water owed under the residential tenancy agreement, unless the Tribunal has made an order for another form of compensation.

The balance (if any) must be paid to the tenant, or if their whereabouts are unknown, to the Commissioner for Consumer Affairs, to be held in the Residential Tenancies Fund until it is claimed by the tenant.

SACAT does not guarantee the accuracy or completeness of this Information Sheet and does not accept any responsibility if you rely on it.

You should always seek your own legal advice.

