



Tenancy Relations Fact Sheet 10

Tenant's possessions left in a property

Where a landlord repossesses a rented property and the Court Order and bailiff's warrant have been executed, the tenant must vacate the property. Often, the landlord finds that the tenant has left possessions behind. The landlord therefore becomes what is referred to in law as an "involuntary bailee".

Note: If there is a suspicion that the tenant has left without notice and also without the landlord obtaining a possession order from the county court, then the advice in this fact sheet is inappropriate. In such cases, it is recommended that legal advice should be sought before taking any further action.

An individual cannot by law, dispose or deal with something that does not belong to them. However, a situation can arise where a landlord is left in possession of a tenant's property involuntarily.

This situation is covered by law under the Torts (Interference with Goods) Act 1977. Under the Act, a landlord will be able allowed to deal with a tenant's possessions, provided that the correct procedure is followed.

The procedure is as follows:-

- The landlord must write to the tenant giving details of the goods held, and when and how they can be collected.
- A time limit must also be given and this must give the tenant reasonable time to arrange to collect the goods.
- The letter should state that, if the goods are not collected within the time specified, the goods will be sold or otherwise be disposed of.
- The letter should be sent by recorded delivery, however if the tenant actually receives this when it has been delivered in another way, it will be valid.
- If the landlord does not know how or where to contact the tenant, ie the tenant has left without leaving a forwarding address or phone number, the landlord does not need to send a letter, as long as the landlord has made reasonable attempts to trace the tenant.

Having followed this procedure, if the landlord has been unable to contact the tenant, then the landlord will be entitled to sell the goods, or if they have no monetary value, dispose of them in some other way. As the goods are the property of the tenant, any proceeds from the sale of goods will belong to the tenant. In some cases, it may be difficult for a tenant to claim the money if there was rent owing when the tenant left.

If the goods or money from the proceeds of sale are left with a landlord for a period of 6 years or more, then this will effectively become the landlord's property, as under the Statute Of Limitations. The tenant will have lost the right to sue a landlord for the goods or their value.

Disclaimer: This information is not intended as an authoritative interpretation of the law, only the Courts can do that. Neither does this information cover every case. For further guidance, it may be advisable to seek legal guidance from a solicitor.

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