

# Goods left behind

If you move out of, or are evicted from, your rental property and you leave behind some of your goods (eg clothes, furniture) or personal documents (eg photos, letters), the landlord must deal with them by following the procedures set out in the *Residential Tenancies Act 1997*.

If you leave goods or personal documents behind, the first thing you should do is contact your landlord or agent and organise a time to pick them up. The sooner you do this, the less risk there is that your goods or documents may be damaged or removed, or that you will have to pay removal or storage costs to the landlord. If you have to leave at short notice then it is best to take anything really important with you just in case they get lost or damaged.

➔ When moving out it is a good idea to leave a forwarding address and phone number with the landlord, the Victorian Civil and Administrative Tribunal (VCAT) (if an application has been made) and the Residential Tenancies Bond Authority (RTBA) on your 'Bond Claim' form. This will make it easier for you to be contacted about any goods left behind.

If you don't pick up your goods, the landlord or agent must follow the procedures set out below. If they don't, and your goods or documents are lost or damaged as a result, you may be entitled to claim compensation. See the ***Claiming compensation*** fact sheet for more information.

## Personal documents

If you leave personal documents (eg official documents, photographs, letters) at the property, the landlord or agent must take care of them for at least 90 days. They can remove the documents but must not destroy or dispose of them. They must take reasonable steps to let you know how you can collect the documents.

You will have to pay the landlord the reasonable costs involved in removing and storing your documents before you can reclaim them. If you pay the landlord's costs they must not refuse to return your documents, even if you owe them money for other reasons such as rent arrears.

If you do not reclaim the documents within 90 days, and the landlord or agent has followed the above steps, the documents can be destroyed (unless they are protected under another law).

## General goods Disposal of general goods

The landlord may remove and destroy/dispose of goods left behind if they are:

- > not worth any money
- > perishable foods
- > dangerous or hazardous.

The landlord can also remove and destroy or otherwise dispose of goods that are worth money, if the combined value of the goods is less than the estimated cost of removing, storing and selling all the goods.

The landlord may ask the Director of Consumer Affairs Victoria to assess whether or not the goods can be destroyed or disposed of. The Consumer Affairs Inspector will usually give the landlord a written report.

## Storage of general goods

If the goods cannot be destroyed or disposed of, the landlord must store them safely for at least 28 days. The landlord must send you a notice within 7 days of storing the goods, telling you that your goods have been stored and explaining how you can get them back. If the landlord doesn't have your forwarding address, they must put a notice in a newspaper circulating in Victoria.

The notice should include the following information:

- > where the goods are stored
- > removal and storage fees
- > daily storage rate
- > that after 28 days the goods will be sold at public auction if they are not reclaimed
- > the date that the goods are due to be sold at auction
- > the auction time and date if known

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> that you can only reclaim your goods after repaying the landlord the reasonable costs of removal and storage.

### Reclaiming general goods

You (or the person who owns the goods if they belong to someone else) can reclaim the goods at any time before they are sold, after paying the above costs. The landlord must return the goods to you once you have paid these costs, even if you owe them money for other reasons such as rent arrears.

If the landlord or their agent refuses to give you back your goods or documents or they are asking you to pay unreasonable costs to reclaim your goods or documents then you can apply to the Tribunal and ask the Tribunal to resolve the dispute. Just make a general application to VCAT. See the **Victorian Civil and Administrative Tribunal** fact sheet for more information.

➔ It is an offence for the landlord to refuse to return your goods or personal documents after you've paid the relevant costs. If the goods have already been sold, you should contact the Tenants Union for advice.

### Sale of general goods

If you don't reclaim your goods within 28 days of them being stored, the landlord can sell them at public auction. The auction must be advertised in a newspaper circulating in Victoria at least 14 days beforehand. If the goods have been sold within 8 weeks of being stored, the landlord can use the proceeds of the sale to recover the amount that you owe them, whether that money is owed for selling and storing your goods, or owed under an order made by VCAT for rent arrears or compensation.

### Compensation

If the landlord destroys, disposes of or sells your general goods or personal documents without following the proper procedures, you may apply to VCAT for compensation. See the **Claiming compensation** fact sheet for more information.

If the landlord has sold the goods and has followed the proper procedure, you cannot have the goods returned. However, you can apply to the Tribunal to have any money left over from the sale paid to you, minus any amount that you owe to the landlord.

For more information drop-in for advice or call the **Tenants Help Line on ☎ (03) 9416 2577**.