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## Guidance Note: Dealing with Goods Left Behind by Tenants (Interference with Goods) Act 1977)

## Dealing with Goods Left Behind by Tenants (Interference with Goods) Act 1977)

### 1. Background

The Torts (Interference with Goods) Act 1977 (TIGA) is a statute that reformed the law concerning wrongful interference, damage, destruction or disposal of goods in certain circumstances where possessions are left in a lease.

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### 2. "Involuntary bailment"

If a tenant leaves possessions on the premises at the end of the term of a lease, the landlord becomes in possession of the goods, is the "bailor".

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The landlord has a duty to take care of the goods, and not to sell or dispose of them.

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The landlord should take steps to identify the goods, their condition, and should obtain an estimate of their value.

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TIGA introduced a remedy that they do not have to follow a procedure which, if followed, enables the goods to be lawfully sold or disposed of by the landlord if the landlord is not the owner of the goods. We have outlined the procedure in paragraph 4 below.

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If the landlord does not follow the procedure, the landlord will become legally liable to the tenant if the goods are damaged, destroyed, or disposed of.

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### 3. Abandonment of goods

There would be no need to follow a procedure if the goods could be treated as "abandoned". Goods are treated as "abandoned" if there is evidence of an intention and an absence of a duty of care on the part of the landlord. Caution landlords against assuming that goods are abandoned. Instead, landlords should follow the procedure in paragraph 4 below.

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### 4. TIGA Procedure

#### Notice of Intention to Sell

Section 12(3) of TIGA allows the landlord to sell the goods if the tenant has failed to return them. The landlord must first serve on the tenant a notice of intention to sell the goods which meets the requirements of section 12(3).

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- *Notice of Intention to Sell (Commercial Property)*

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**Sale of the Goods**

Once the period of notice  
landlord may lawfully sell  
on that sale, as follows.

- Section 12 deals  
the tenant will ac  
able to trace or c  
should take legal  
whether it may be  
circumstances.
- If the express term  
landlord by TIGA,  
and the TIGA right  
those agreed term
- The landlord must
- If the landlord ex  
will be liable to ac  
costs of sale and  
adopted the best  
circumstances.
- TIGA does not gi  
of unwanted stora

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intention to Sell has expired, the  
TIGA sets out several constraints

the landlord cannot ensure that  
because the landlord is not  
ant. In such a case, the landlord  
and how TIGA applies, how and  
edy, and the steps to take in the

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contradict any right given to the  
prevail over the TIGA rights,  
subject to giving full effect to

that the tenant owns the goods.  
Under Section 12(3), the landlord  
the proceeds of sale, less any  
that the landlord should have  
ly available in the

charge the tenant with the costs  
the lease may do so.

**5. Sale by Court Order**

Although the scope of the  
goods by a landlord as  
also mention that TIGA  
where a landlord satisfi  
under Section 12, or t  
notice under Schedule

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nds only to the sale of a tenant's  
dy, for completeness we should  
sale to be authorised by a court  
llord is entitled to sell the goods  
be so entitled if they had given

Section 13 of TIGA se  
court may authorise the  
that it wishes to impos  
proceeds of sale any c  
landlord in respect of  
payment into court of th  
deducted, to be held to

h a court authorised sale. The  
ect to any terms and conditions  
the landlord to deduct from the  
ount due from the tenant to the  
s that the court can direct the  
ess any amount it requires to be

**6. General**

Before proceeding to i  
how to act when a tena  
landlord should consid  
be required if the lan  
landlord may also ne

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disposal procedure, or deciding  
possessions from a property, a  
advice. Legal advice is likely to  
ommunicate with the tenant. A  
whether and how the TIGA

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sale/disposal procedure  
Section 12 apply to the

When using our Notice  
appropriate, and cons  
content and use.

of TIGA and other provisions in

lords should adapt the notice as  
to take legal advice about its

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