

Goods and documents left behind – General tenancies

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) contains provisions dealing with goods and documents that are left behind by tenants when they leave or abandon premises.

Goods and documents may only be dealt with in the manner described in this fact sheet once the tenancy agreement has ended and the property manager/owner reasonably believes that the goods and documents have been abandoned.

Failure to deal with goods and documents in the way described below can be reported to the Compliance and Enforcement Unit of the Residential Tenancies Authority (RTA) and may incur penalties.

Important: When a tenant who is experiencing domestic and family violence ends their interest in an agreement using a Notice ending tenancy interest, they **are not responsible** for costs associated with ending their interest in the agreement, including goods left behind at the property.

The tenancy agreement must be ended

The tenancy agreement must be ended before the property manager/owner can remove any goods and documents that are left by the tenant.

See the [Ending a tenancy agreement for tenants/residents fact sheet](#), [Ending a tenancy agreement for managing parties fact sheet](#) and [Lease break, abandonment and goods left behind fact sheet](#) for more information about ending agreements.

Personal documents left behind

Documents are defined in the Act to mean personal documents and money.

Personal documents (e.g. money, birth certificates, photographs) must be given to the tenant. The property manager/owner must make a reasonable effort to contact the tenant about any found items.

If the tenant cannot be contacted, the personal documents must be given to the [Office of the Public Trustee](#), within seven days of the end of the tenancy.

The Public Trustee **does not take** passports, Medicare cards, driver licences or bank cards, they remain the property of the issuer (e.g. a Medicare card should be returned to the Department of Human Services).

Disposal of goods

After the tenancy agreement has ended, the property manager/owner may dispose of the goods left behind by the tenant where:

- the total market value of the goods is less than \$1500, or
- storage of the goods would be unhealthy or unsafe, or
- storage of the goods would cause their market value to be completely or substantially reduced, or
- the cost of removing, storing and selling the goods would be greater than the amount raised in the sale of the goods.

The property manager/owner can refer to external sources to determine and document whether the goods left behind meet the above categories, for example:

- online price listings for similar second-hand items
- quotes from second-hand dealers
- storage quotes.

If the goods do not fall into one of the above categories, the property manager/owner must store the goods for one month. If the goods are a moveable dwelling, the contents of a moveable dwelling, or other goods used in the occupation of a moveable dwelling, they must be stored for three months.

Sale of goods left behind

After the storage period has expired, the goods must be disposed of by auction unless the Queensland Civil and Administrative Tribunal (QCAT) orders their disposal by another method. The property manager/owner may apply to QCAT for an order about disposal of the goods.

Reasonable efforts must be made to contact the person entitled to the goods. Reasonable efforts include:

- attempting to contact the owner by telephone, including text message, email or private message on a social media platform
- attempting to contact an emergency contact listed on the owner of the goods' residential tenancy agreement
- publishing a notice in an online newspaper for the city or state in which the owner of the goods is, or was residing.

If, after making reasonable efforts, the property manager/owner is unable to contact the owner of the goods or they do not make a claim to possession of the goods, the property manager/owner may sell the goods by auction.

The property manager/owner may deduct costs for the removal, storage and sale of the goods from the money raised through the sale. Any money remaining from the proceeds of the sale must be paid to the Public Trustee within 10 days of the sale.

The property manager/owner may apply to QCAT to claim money from the sale proceeds for costs such as rent arrears, cleaning or damage to the premises caused by the tenant.

Tenants claiming goods

A property manager/owner must not refuse a tenant, or another owner of goods, access to their goods and must not withhold their goods. However, the tenant may be asked to pay the storage and removal costs before their goods are released.

Seizure of a tenant's goods and documents in exchange for rent owing or other damages (e.g. repairs or cleaning) is not permitted by the Act. A property manager/owner may be subject to a penalty if they unlawfully seize or withhold the tenant's property.

Theft of goods and documents can be treated as a criminal matter and can be reported to the police.

People dissatisfied with the process

If the tenant (or a person other than the tenant, who is the owner of goods) is dissatisfied with the way in which a property manager/owner has dealt with goods, they can make an urgent application to QCAT for the matter to be considered. QCAT may make orders for compensation or other orders which may be appropriate.

Accessing RTA forms

The RTA's forms can be obtained electronically or in person via:

- rta.qld.gov.au • 1300 366 311 (Mon – Fri: 8.30am – 5.00pm) • Level 11, Midtown Centre, 150 Mary Street, Brisbane



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8.30am to 5.00pm).

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



1300 366 311



RTA Web Services

Connect with us



LinkedIn



YouTube



eNews



Podcast

Disclaimer:

This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this fact sheet.

v14 May24



Goods and documents left behind – rooming accommodation

The *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) has rules for the storage and disposal of goods and documents left behind by a resident when they leave rooming accommodation. Rooming accommodation includes places such as boarding houses, hostels, and off-campus student accommodation in Queensland.

Ending a Rooming accommodation agreement (Form R18)

The [Rooming accommodation agreement](#) (Form R18) must have ended before the provider/agent can remove any goods and documents left behind by the resident. Providers/agents must deal with goods and documents left behind in accordance with the Act and cannot use the goods to cover the cost of rent owing or damage.

See the [Ending a tenancy agreement for tenants/residents](#) fact sheet for more information about ending an agreement.

Important: When a tenant who is experiencing domestic and family violence ends their interest in an agreement using a Notice ending tenancy interest, they **are not responsible** for costs associated with ending their interest in the agreement, including goods left behind at the property.

Personal documents and money left behind

The provider/agent must make reasonable efforts to contact the resident to return money or personal documents such as passports, birth certificates or photographs left on the premises. The provider/agent must store these items safely during this period. The provider/agent is required to give personal documents and money to the Office of the Public Trustee if it is not claimed within 28 days. If the property includes money, the provider/agent may keep money owed under the agreement before passing the remaining money and property to the Public Trustee.

Goods left behind

The provider/agent may dispose of the goods left behind by the resident where the:

- total market value of the goods is less than \$150
- goods are perishable
- storage of the goods would be unhealthy or unsafe.

If the goods are worth more than \$150 or are not perishable, the provider/agent must store the goods for 28 days and make reasonable efforts to contact the resident.

After 28 days the provider/agent must continue to store the property that has not been reclaimed or they may then choose to either:

- sell the property (but only after advertising the sale in a newspaper that circulates in the area where the rental premises are situated)
- where the goods are valued at less than \$600, donate the property to charity.

Sale of goods left behind

Reasonable efforts must be made to contact the person entitled to the goods. Reasonable efforts include:

- attempting to contact the owner of the goods by telephone, including text message, email or private message on a social media platform
- attempting to contact an emergency contact listed on the owner of the good's rooming accommodation agreement
- publishing a notice in an online newspaper for the city or state in which the owner of the goods is or was residing
- if, after making reasonable efforts, the provider/agent is unable to contact the owner of the goods or they do not make a claim to possession of the goods, the provider/agent may sell the goods by auction.

The provider/agent may use the money raised from the sale of the goods to:

- cover the reasonable costs for the storage, advertising and sale of the goods
- pay any outstanding amount owed by the resident under the agreement.

Any remaining money must be paid to the person entitled to the property (if located by the time of sale) or to the Public Trustee.

Resident claiming goods

If the resident reclaims the property before it is disposed of and pays the provider/agent any reasonable costs (e.g. for storage and advertising) then the provider/agent must give the property to the resident.

Requirement to deal with the property only as provided under the Act

Goods and documents may only be dealt with under the Act after the agreement has ended and if the provider/agent reasonably believes the goods and documents have been left behind.

Failure to deal with the goods and documents in the way described can be reported to the Residential Tenancies Authority (RTA) and may incur penalties.

For example, taking the resident's goods and documents in exchange for rent owing or other damages (such as repairs or cleaning), is not permitted by the Act. A provider/agent may be subject to a penalty if they unlawfully withhold the resident's property.

Theft of goods and documents may be treated as a criminal matter and reported to the police.

People dissatisfied with the process

If the resident or person who is the owner of the goods (e.g. a hire company) is dissatisfied with the way the provider/agent has dealt with the goods, they can apply to the Queensland Civil Administrative Tribunal (QCAT) for compensation or other orders as appropriate.

Before making an application to QCAT, the person must lodge a [Dispute resolution request](#) (Form 16) or using [RTA Web Services](#).

Accessing RTA forms

The RTA's forms can be obtained electronically or in person via:

- rta.qld.gov.au
- 1300 366 311 (Mon – Fri: 8.30am – 5.00pm)
- Level 11, Midtown Centre, 150 Mary Street, Brisbane



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8.30am to 5.00pm).

Further information

For more information contact the Residential Tenancies Authority.



rta.qld.gov.au



1300 366 311



[RTA Web Services](#)

Connect with us



LinkedIn



YouTube



eNews



Podcast

Disclaimer:

This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this fact sheet.

v9 May24

