

This is an extremely useful Notice for people who have got goods on their premises which do not belong to them, and the person who does own the goods is either untraceable or does not wish to collect them. This notice allows the person who owns the premises where the goods are stored to sell them.

Frequent examples arise in landlord and tenant situations where the tenant moves out of the property and leaves goods on the landlord's premises. The landlord does not know what to do. Should he simply throw them away and risk being sued? Or should he store them and hope that the tenant comes to collect them? With this notice the landlord can legally sell or dispose of the goods.

However, this notice is not just for landlords and its application can be seen in many situations. Other situations can include mail order, or simply, when someone has left something at your premises, or you have an item you originally intended to purchase, but for any number of reasons you do not wish to purchase it anymore, and the person it belongs to will not collect it, or is untraceable. You may have undertaken to give a valuation on the goods, you have done so and they have not been collected, or you may have agreed to store goods for a certain period of time, the owner of the goods has never come to collect them. The examples are endless.

### **How to serve the Notice and what you must do**

When you serve this notice you need to ensure that the Notice itself complies with the law, which Legalhelpers Limited will ensure for you. Additionally, you should follow the advice below.

If you do sell the goods and the person who owns them does come to collect them, you will have to pay them the price you received for the goods, and this will have to be a reasonable price. You can however, deduct any monies you have incurred for moving the goods, and selling them, i.e. your expenses.

If there is a dispute over the goods, they should not be sold until that dispute is resolved.

What period of notice should you give that you intend to sell the goods?.

By law you have to give a reasonable period of notice, to enable the owner of the goods to collect them. Only after this are you entitled to sell them. Furthermore, if you are in a dispute as to some aspect of the goods, then you should not sell them until this is resolved, finally, if any money is payable by the owner of the goods to the person holding the goods, and this money became due before the giving of the notice, the period of notice need to be at least three months.

Legalhelpers would therefore recommend the following;

- 1) In any situation a period of at least 21 days, allowing a reasonable period for the owner to collect the goods.

2) If there is money owing by the owner of the goods, to the person who is storing the goods, at least three months, required by law.

3) If there is ongoing, or expected legal action in relation to the goods, not until this is resolved.

Should you require any further help or assistance, please do not hesitate to contact Legalhelpers by any of the following methods:

Legalhelpers would also recommend all landlords to insert a term in the tenancy agreement informing the tenant that goods will be disposed of in accordance with the above should they not be taken at the end of the tenancy agreement. This is a standard term in Legalhelpers tenancy agreements.

## Contact Us

Please visit our website at [www.legalhelpers.co.uk](http://www.legalhelpers.co.uk) for more information. Alternatively, you may contact us:

Email: [info@legalhelpers.co.uk](mailto:info@legalhelpers.co.uk)

Phone: 0870 321 9865

Fax: 0870 321 9866

Post: Legalhelpers Limited, FREEPOST MID-23567, Stoke on Trent, ST1 5BR