

Abandoned Tenant Property Law 2026 Edition

A State-by-State Guide for Landlords and Property Managers



JRC Resources Series

A practical reference for property managers and landlords navigating abandoned tenant belongings, notice requirements, storage obligations, disposal rules, and cleanout readiness across all 50 states.

Prepared for landlords, property managers, and cleanout professionals seeking faster, safer, and more compliant turnover decisions.

Disclaimer: This guide is provided for informational purposes only and does not constitute legal advice. Laws, regulations, court interpretations, and local requirements may change and may vary by jurisdiction. Readers should consult with a qualified attorney or legal advisor in their state or locality before relying on this information or taking action involving abandoned tenant property.

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Abandoned Tenant Property Law

A State-by-State Guide for Landlords

About [Junk Removal Club](#)

[Junk Removal Club](#) is the largest national marketplace connecting property owners and managers with vetted, insured junk removal haulers — covering nearly 10,000 haulers across all 50 states, 1,676 cities, and 1,069 counties.

[JunkScan](#) is our platform's core an AI-powered photo-based quoting tool that lets a property manager or landlord snap a photo of a cleanout job — an abandoned unit, a post-eviction unit, a storage area — and get an instant, accurate estimate without waiting for a hauler to physically walk the site first. For the abandonment scenarios covered throughout this guide, that speed matters: once a legal notice period has run and disposal is clear, [JunkScan](#) turns “I need this unit cleared” into a bookable job in minutes rather than days of back-and-forth quoting. Just snap a picture and get a quote instantly.

For property managers and landlords, [Junk Removal Club](#) functions as a job marketplace: post a cleanout, get matched with available local haulers, compare pricing, and book — whether it's a single abandoned unit or a recurring turnover pipeline across a portfolio. Everything from a single-unit walkaway to a multi-property eviction cycle can run through the same platform.

For haulers, joining the network means access to a steady stream of job leads — including the abandoned-property and eviction turnover work described throughout every chapter of this guide — without the overhead of building that demand independently.

This guide exists because the legal side of “who can touch what, and when” is often the hardest part of a cleanout to get right. Once that part is settled, [Junk Removal Club](#) and [JunkScan](#) handle the rest.

Learn more or sign up at JunkRemovalClub.com

How to use this guide

Every state handles abandoned tenant property differently. Some have detailed statutes that spell out exact notice periods, dollar thresholds, and sale procedures. Others have no dedicated statute at all, leaving landlords to rely on lease language, general property law, and case-by-case judgment. A few cities layer their own ordinances on top of state law.

Getting this wrong exposes a landlord to real liability — wrongful disposal claims, statutory penalties, and in some states, multiplied damages. Getting it right protects both the landlord's timeline for turning a unit and the former tenant's legal right to reclaim their belongings.

Each chapter below covers: how abandonment is legally established, what notice is required, storage obligations, disposal rules, and a practical checklist. Chapters are ordered alphabetically by state name, so you can find the one you need quickly. All 50 states are covered.

A note on accuracy: Landlord-tenant statutes change frequently, and a surprising number of articles circulating online cite statute numbers that don't actually say what's claimed (we've flagged several specific examples below — New York's General Obligations Law § 7-108 and an invented "Ohio Revised Code § 5321.16," for instance, are both commonly miscited as abandoned-property statutes when they actually govern security deposits). Every citation in this guide has been checked directly against primary statutory text. Even so, this is general information, not legal advice — laws change, and a landlord facing an actual abandonment situation should confirm current requirements with a local attorney before acting.

Chapter 1: Alabama

Alabama's framework, under [Ala. Code § 35-9A-423](#), is comparatively brief but includes one distinctive, modern trigger for abandonment not found in most other states: utility service termination.

The electric-service abandonment trigger

Under subsection (e), **in addition to** any other means a landlord uses to determine abandonment, a property is considered abandoned if **electric service has been terminated for seven consecutive days**. This gives Alabama landlords an objective, easily verifiable signal — checking with the utility company — that most states don't offer as a standalone basis for concluding abandonment.

The 14-day no-duty rule

Under subsection (d), if a tenant leaves property in the unit **more than 14 days after termination** of the tenancy under this chapter, the landlord has **no duty to store or protect** the tenant's property and may dispose of it without any further obligation. This is one of the shorter no-duty windows in this guide, and — notably — the statute doesn't require the multi-step notice process seen in states like Pennsylvania or Florida before that 14-day clock runs out.

Reasonable efforts to re-rent

Separately from the property-disposal question, subsection (c) requires the landlord to make reasonable efforts to re-rent an abandoned unit at fair rental value — though this duty doesn't take priority over the landlord's right to first fill other vacant units in the same building or portfolio, a specific carve-out not found in most other states' reletting-duty language.

Extended absence and landlord entry

Under subsection (b), during any tenant absence exceeding 14 days, the landlord may enter the unit at times reasonably necessary — connecting to the same 14-day threshold used elsewhere in the section.

Practical checklist

- Check with the utility company for electric service termination — 7 consecutive days off is an independent, verifiable abandonment trigger under Alabama law
- Document the tenancy termination date carefully, since the 14-day no-duty clock for property disposal runs from that date
- Photograph the unit and any items left behind before disposal, even though the statute doesn't require it — this protects against disputes over what was actually left
- Make and document reasonable re-rental efforts, understanding you're not obligated to prioritize this unit over other vacancies
- Recognize Alabama's process is lighter on required notice steps than many other states — but document your abandonment basis carefully anyway, since “reasonable belief” standards still apply generally under the broader landlord-tenant framework

Chapter 2: Alaska

Alaska's framework, under [AS § 34.03.260](#), closely follows the Uniform Residential Landlord and Tenant Act model shared with several other states in this guide, with a distinctive enhanced-damages penalty and specific public-sale posting requirements tailored to Alaska's geography.

The notice and 15-day minimum

If a tenancy terminates — however it happens — and a tenant has left personal property the landlord reasonably believes is abandoned, the landlord must give notice demanding removal within a period specified in the notice, but **not less than 15 days** after delivery or mailing. If the property isn't removed in time, the landlord may sell it at public sale; perishable commodities may be handled in any manner the landlord considers fit.

Low-value property gets a lighter path

If the landlord reasonably determines the property is valueless, or that storage and public-sale costs would likely exceed what a sale would bring, the landlord may use a similar notice process without necessarily conducting a full public sale.

Storage obligations

After proper notice, the landlord must store the tenant's property in a place of safekeeping and exercise reasonable care — but isn't responsible for loss not caused by the landlord's deliberate or negligent act. Storage on the original premises is capped at the fair rental value of the space; commercial storage costs include the actual storage and removal charges.

The conclusive-abandonment trigger

If the tenant responds in writing with intent to remove the property but then fails to do so within the notice period, or within **15 days of the tenant's own written response** (whichever is later), the property is conclusively presumed abandoned.

Public sale posting: Alaska-specific geography

If a sale proceeds, Alaska law requires posting a written public sale notice in **three places at least 10 days before the sale**, with all three locations within **five miles** of the sale location, and one specifically at the **nearest post office** — a practical, geography-aware requirement reflecting Alaska's dispersed communities and reliance on postal infrastructure.

Enhanced damages for violations

Under subsection (d), the landlord isn't liable for storage, destruction, or disposition properly done under this section — but a landlord who **deliberately or negligently violates** the section is liable for **actual damages plus penal damages up to the amount of actual damages** (effectively up to double). Some secondary sources describe this as “up to two times actual damages,” consistent with the statutory structure.

Unclaimed sale proceeds

After covering moving/storage costs and any rent or damages owed (deducting from the security deposit first), leftover sale proceeds go to the tenant — and if the tenant can't be located, to the Department of Revenue under Alaska's unclaimed property law.

Practical checklist

- Provide at least 15 days' notice before a public sale, or use the streamlined low-value/valueless track where it reasonably applies
- Store property carefully — you're responsible for negligent or deliberate loss, not ordinary risk
- Track both potential conclusive-abandonment triggers: the original notice period, or 15 days from a tenant's written response, whichever is later

- For public sales, post notice in three locations within 5 miles of the sale, including the nearest post office, at least 10 days out
- Document your process carefully given the enhanced (up to double) damages exposure for violations
- Route unlocatable tenants' leftover proceeds to the Department of Revenue's unclaimed property program

Chapter 3: Arizona

Arizona's framework, under [A.R.S. § 33-1370](#), is one of the most procedurally detailed in this guide, with a precise two-part statutory definition of abandonment and specific protections for essential personal items.

Two statutory definitions of abandonment

Under subsection (J), "abandonment" means either:

1. The tenant's absence for **at least 7 days without notice**, if rent is unpaid for **10 days**, and there's no reasonable evidence — other than the tenant's property being present — that the tenant is occupying the unit, **or**
2. The tenant's absence for **at least 5 days**, if rent is unpaid for **5 days**, and **none** of the tenant's personal property remains in the unit

The second definition is notably faster — it applies when the unit is essentially empty already, reflecting that there's less risk of wrongly disposing of someone's belongings when none are present.

The notice process

Once abandonment under either definition is established, the landlord must send a notice of abandonment by **certified mail, return receipt requested**, to the tenant's last known address and any known alternate addresses, and must also **post the notice** on the dwelling door or another conspicuous location for **5 days**.

Retaking the unit

5 days after the notice has been both posted and mailed, the landlord may retake the dwelling and re-rent it at fair rental value — but only if no personal property remains. If property does remain, the landlord proceeds to the property-specific provisions below.

Handling remaining personal property

The landlord may remove and store the tenant's property. At the landlord's discretion, contaminated, biohazardous, or similarly hazardous property may be removed and disposed of immediately — a specific, practical carve-out not found in most other states' statutes.

If the landlord holds the remaining property and the tenant makes no reasonable effort to recover it, the landlord may sell it and apply proceeds toward outstanding rent and other statutorily authorized costs. Excess proceeds must be mailed to the tenant's last known address.

Essential items the tenant can access without paying first

Arizona specifically protects certain categories: a tenant does **not** have a right of access to stored property generally until removal and storage costs are paid — **except** for clothing, tools/apparatus/books of a trade or profession, and identification or financial documents. These specific categories remain accessible regardless of unpaid storage costs.

Practical checklist

- Determine which of the two statutory abandonment definitions applies — the timeline differs based on whether property remains
- Send notice by certified mail *and* post it for 5 days — both are required
- Wait the full 5 days after both posting and mailing before retaking an empty unit
- Use the hazardous/biohazard/contaminated property exception only where it genuinely applies — document the basis
- Always give the tenant access to clothing, trade tools, and ID/financial documents regardless of unpaid storage costs
- Mail excess sale proceeds to the tenant's last known address

Chapter 4: Arkansas

Arkansas has the single shortest, most direct abandoned-property statute in this entire guide — and it's worth reading in full because of how starkly it contrasts with the multi-step processes required elsewhere.

The entire operative text

Ark. Code § 18-16-108 states: *“Upon the voluntary or involuntary termination of any lease agreement, all property left in and about the premises by the lessee shall be considered abandoned and may be disposed of by the lessor as the lessor shall see fit without recourse by the lessee.”*

That's the substance of Arkansas's abandoned-property law. No notice requirement. No storage period. No dollar threshold. No distinction between voluntary abandonment and eviction. The moment a lease ends — for any reason — anything left behind is legally abandoned, and the landlord can dispose of it however they choose.

The landlord's lien

Subsection (b) adds that all property placed on the premises by the tenant is subject to a lien in favor of the landlord for payment of all sums the tenant agreed to pay — giving landlords a claim against left-behind property for unpaid rent on top of the disposal rights.

A word of caution about circulating misinformation

Several online sources describing Arkansas law invent additional requirements that don't exist in the statute — written notice obligations, a 7-day tenant response window, a 3-day waiting period before repossessing. None of that appears in the actual statutory text. This is one of the clearest examples in this guide of secondary sources adding procedural steps that simply aren't there. Arkansas landlords relying on those invented requirements aren't at legal risk for skipping them — but landlords relying on that same misinformation to think they have *more* time or protection than they actually do could be caught off guard by how immediately Arkansas law allows disposal.

Why this doesn't mean “act recklessly”

Even though the statute imposes no waiting period, prudent Arkansas landlords still benefit from documenting the lease termination date and photographing the condition of the unit and any property left behind — not because the statute requires it, but because it's good practice against any tenant claim that the lease hadn't actually terminated, or that specific high-value items were wrongly characterized as left behind.

Practical checklist

- Confirm the lease has actually terminated (voluntarily or involuntarily) — that's the only trigger this statute requires
- Understand there is no statutory notice, storage, or waiting period requirement in Arkansas
- Don't rely on invented “7-day” or “3-day” figures circulating in secondary sources — they aren't in the statute
- Document the termination date and unit condition anyway, as a practical safeguard rather than a legal requirement
- Remember the landlord's lien under subsection (b) gives you a separate claim against the property for unpaid rent

Chapter 5: California

California has the most detailed, codified abandoned-property framework of any state in this library. Unlike states that leave landlords to figure out “reasonable” procedures on their own, California’s **Civil Code §§ 1980–1991** spells out almost every step: what counts as abandonment, exactly what a notice must say, how long a tenant has to respond, and what happens to unclaimed property based on its value.

What the law covers — and what it doesn’t

Under **Civil Code § 1981**, this chapter is an *optional* procedure for handling personal property left behind after a tenancy ends and the tenant has vacated. It does **not** apply to manufactured homes, mobile homes, or commercial coaches (governed separately under the Health and Safety Code), and it doesn’t apply to animals.

Step 1: Written notice is mandatory

Under **Civil Code § 1983**, once property remains on the premises after the tenancy has ended, the landlord must give written notice to the former tenant and to any other person the landlord reasonably believes may own the property.

The notice must:

- Describe the property in enough detail that the owner can identify it
- State that reasonable storage costs may be charged before the property is returned
- Specify where the property can be claimed
- Give a claim deadline: **not less than 15 days** if personally delivered, or **not less than 18 days** if mailed

Civil Code § 1984 provides the exact statutory notice language landlords are expected to use.

Step 2: Storage during the claim period

Under **Civil Code § 1986**, the property must either stay on the vacated premises or be moved to a place of safekeeping. The landlord must exercise reasonable care, but isn’t liable for loss not caused by deliberate or negligent conduct.

Step 3: What happens if nobody claims it

Under **Civil Code § 1988**: if the landlord reasonably believes the unclaimed property’s total resale value is below the statutory threshold, the landlord may keep, sell, or dispose of it without further process. At or above that threshold, the property must go to a **public sale by competitive bidding**, advertised at least 5 days before the sale.

The statutory text itself was last codified in detail at \$300, but current practitioner sources put the low-value threshold at **\$700** as of 2025–2026, reflecting periodic adjustment. Confirm the current figure before relying on it.

Step 4: Where the sale proceeds go

Under § 1988(c), after deducting storage, advertising, and sale costs, leftover proceeds go to the county treasury. The former tenant has **one year** to claim them.

The liability shield — and how landlords lose it

Civil Code § 1989 protects landlords who follow the process correctly. That protection disappears if the landlord skips notice, rushes the timeline, or disposes of property not actually described in the notice — the most common way California landlords lose their legal protection.

Practical checklist

- Confirm the tenancy has terminated and the unit is vacated
- Send written notice using the statutory language, to the tenant and anyone else reasonably believed to own items left behind
- Wait the full 15 (personal) or 18 (mail) days
- Verify the current low-value disposal threshold before deciding on public sale vs. direct disposal
- Publish sale notice properly if a public sale is required
- Remit unclaimed proceeds to the county within 30 days of sale

Chapter 6: Colorado

Colorado doesn't have one single "abandoned property" statute the way some states do. Instead, its rules split across two different situations, and which one applies changes what a landlord is required to do.

Scenario 1: Determining whether a unit is actually "abandoned"

Under C.R.S. § 38-12-510, a landlord cannot remove or exclude a tenant without going through the court process — *unless* the unit meets the legal definition of abandoned: the tenant returned keys, substantially removed personal property, gave notice, or has been absent for an extended period with rent unpaid, any of which would cause a reasonable person to believe the tenant permanently surrendered the unit.

Scenario 2: Property left behind after a formal eviction

Under C.R.S. § 13-40-122, once a writ of restitution is executed, the landlord has no duty to store, inventory, or contact the tenant about property left behind, is immune from liability for property loss during storage, and can charge storage costs if choosing to store items. One exception: pets can't be left unattended on the property during removal.

The landlord's lien

Under C.R.S. § 38-20-102, landlords have a lien on tenant property for unpaid rent, covering household furniture and goods but excluding pets, kitchen appliances, beds, bedding, and necessary clothing.

Mobile home parks follow separate rules

Colorado's Mobile Home Park Act (C.R.S. § 38-12-201 et seq.) governs mobile home communities under a distinct framework.

Practical checklist

- Document unpaid rent, attempted contact, and abandonment indicators before treating a unit as abandoned outside of court process
- After a writ of restitution: no storage/notice duty required, but track storage costs if you choose to store
- Never leave a pet unattended during removal
- Understand lien rights and exemptions under § 38-20-102
- Check the Mobile Home Park Act separately for mobile home situations

Chapter 7: Connecticut

Connecticut's framework, under Conn. Gen. Stat. § 47a-11b, stands out for its unusually precise statutory definition of abandonment and for giving landlords a genuine procedural shortcut: skipping the formal eviction process entirely once abandonment is properly established.

A precise two-part definition

Under subsection (a), "abandonment" specifically means the occupants have vacated **without notice** to the landlord and **do not intend to return** — with that intent evidenced by removal of substantially all possessions and personal effects, **plus either**:

1. Nonpayment of rent for **more than two months**, or

2. An express statement by the occupants that they don't intend to occupy the premises after a specified date

This is a genuinely precise, two-part conjunctive test (removal of belongings *plus* one of two specific triggers) — more exacting than many states' looser “reasonable belief” standards.

The notice and 10-day response window

If all occupants have abandoned the unit, the landlord may send notice to each occupant's last-known address by **both regular mail and certified mail, return receipt requested**, stating the landlord's belief of abandonment, intent to reenter within 10 days absent contact, intent to remove belongings and re-rent if there's no contact, and that unreclaimed belongings will be disposed of after 30 days.

If the notices come back undeliverable, or the occupant doesn't make contact within **10 days** of receipt, the landlord may reenter and take possession — at which point any rental agreement or lease still in effect is deemed terminated.

Skipping the formal eviction process

This is Connecticut's most distinctive feature: under subsection (c), a landlord is **not required** to serve a notice to quit or bring a summary process (eviction) action to obtain possession of a unit that has genuinely been abandoned under this section. That said, the statute is explicit that this exemption only applies where abandonment is real — if the landlord knows or reasonably should know the occupant hasn't actually abandoned the unit, the full standard eviction process (notice to quit, summary process action) still applies in full.

The 30-day property inventory and hold

Under subsection (d), the landlord must **inventory** the occupant's possessions and personal effects, then remove and keep them for **not less than 30 days**. The occupant may reclaim their belongings during that 30-day window; if they don't, the landlord may dispose of them as the landlord deems appropriate.

Liability protection

Under subsection (e), no action may be brought against a landlord under Connecticut's related summary-process statute (§ 47a-43) for actions taken in compliance with this section — a specific liability shield tied directly to following the § 47a-11b process correctly.

Practical checklist

- Confirm both elements of the two-part abandonment test: substantial removal of belongings, *plus* either two-plus months of unpaid rent or an express statement of non-intent to return
- Send notice by both regular and certified mail to trigger the process correctly
- Wait the full 10 days after receipt (or account for undeliverable notices) before reentering
- Inventory belongings thoroughly upon taking possession — this is a specific statutory requirement, not just good practice
- Hold inventoried property for the full 30 days before disposal
- Remember the eviction-process exemption only protects genuine abandonment — if there's real doubt, default to the full eviction process instead

Chapter 8: Delaware

Delaware's framework, under [25 Del. C. § 5715](#), ties abandoned-property handling directly to the eviction writ process, with a distinctive tiered timeline that gives manufactured homes dramatically more protection than ordinary belongings.

The 24-hour-then-7-day structure

Delaware's writ of possession must contain specific statutory notice language: if the tenant doesn't remove their property from the premises within **24 hours**, the landlord may immediately remove and store it for a period of **7 days** at the tenant's expense. If the tenant fails to claim the property and reimburse the landlord before that 7-day period expires, the landlord may dispose of the property without further legal action.

Manufactured homes get 30 days, not 7

This is Delaware's standout feature: if the property is a **manufactured home** subject to Chapter 70 of Title 25, the storage period extends to **30 days** instead of the standard 7 — a recognition that a manufactured home represents a fundamentally different (and often far more valuable) category of "personal property" than furniture or household goods.

Appeals extend the timeline

If an appeal has been filed from the judgment granting summary possession, the language differs slightly: the landlord may remove and store the property until **7 days after the appeal has been decided**, rather than a flat 7 days from removal — tying the storage clock to the litigation timeline rather than a fixed calendar date.

Deemed abandonment and disposal

If, at the end of the applicable storage period, the tenant hasn't claimed the property and reimbursed the landlord for removal and storage expenses in a reasonable amount, the property is deemed abandoned and may be disposed of by the landlord **without further notice or obligation to the tenant**.

Practical checklist

- Use the statutory 24-hour/7-day notice language exactly as required in the writ of possession
- Confirm whether the property includes a manufactured home subject to Chapter 70 — this triggers the extended 30-day storage period instead of 7
- If an appeal is pending, tie your storage timeline to the appeal's resolution date rather than assuming the standard 7-day clock applies
- Require reimbursement of removal and storage costs before releasing property to a tenant who does claim it within the window
- Remember Delaware also requires changing the locks upon regaining full possession before re-leasing — a distinct, separate statutory duty tied to protecting the next tenant

Chapter 9: Florida

Florida's framework sits in Chapter 715 of the Florida Statutes and runs on two tracks: a statutory **presumption of abandonment**, and a notice-and-disposal procedure that mirrors California's — with lower dollar thresholds and shorter timelines.

Step 1: Establishing abandonment

Under **Florida Statute § 83.595**, a landlord may presume abandonment if the tenant has been absent for **at least 15 consecutive days** with rent not current, and hasn't given written notice of an extended absence. If the tenant *has* notified the landlord, or rent is current, this presumption doesn't apply.

Step 2: Written notice

Under **Florida Statute § 715.104**, once property remains after a tenancy ends, the landlord must give written notice to the former tenant and anyone else reasonably believed to own the property. Model notice language is in **§ 715.105** (former tenant) and **§ 715.106** (other believed owner).

The notice must describe the property, state storage costs may be charged, specify where it can be claimed, and give a deadline of:

- **Not fewer than 10 days** after personal delivery, or
- **Not fewer than 15 days** after mailing

Step 3: What happens to unclaimed property

Under **Florida Statute § 715.109**: if the landlord reasonably believes the total value is **under \$500**, the landlord may retain or dispose of it freely. At **\$500 or more**, it must go to public sale by competitive bidding, with notice published **once a week for two weeks** in a newspaper of general circulation (or posted for 10 days in six conspicuous places if no qualifying newspaper exists). The sale must happen at least 10 days after first publication.

Recovering costs

Under § 715.109(4), landlords can recover storage costs (based on the rental value of the space used) plus advertising, transport, or sale expenses.

Practical checklist

- Confirm the 15-day absence + unpaid rent threshold is met before treating a unit as abandoned
- Check whether the tenant gave written notice of an extended absence
- Send written notice using statutory language to the tenant and any other believed owner
- Hold for 10 days (personal delivery) or 15 days (mail)
- Value unclaimed property honestly against the \$500 threshold
- Follow the two-week publication requirement exactly if a public sale is needed

Chapter 10: Georgia

Georgia's approach is unusually landlord-favorable, built almost entirely around the eviction process itself rather than a separate abandoned-property notice regime.

The core mechanism: writ of possession

Under **O.C.G.A. § 44-7-55**, once a landlord wins a dispossessory judgment, the court issues a writ of possession effective **7 days after judgment**. When the writ is executed, it authorizes removal of the tenant's personal property and its placement on landlord property or another designated location — and critically, the statute states: **“the landlord shall not be a bailee of such personal property and shall owe no duty to the tenant regarding such personal property. After execution of the writ, such property shall be regarded as abandoned.”**

This is a notably lighter landlord obligation than most states in this guide — there's no statutory storage period, no required notice specifically about the property itself, and no bailment duty once the writ is executed.

The eviction timeline that gets you there

Georgia runs one of the fastest eviction pipelines in the country:

- **§ 44-7-50:** demand for possession (oral or written, no statutory waiting period before filing)
- **§ 44-7-51(b):** tenant has 7 days from service to answer
- **§ 44-7-55(c):** writ of possession effective 7 days after judgment

Voluntary abandonment (no eviction)

Georgia's statute is built around the eviction/writ process rather than a separate voluntary-abandonment notice framework. Landlords facing a walk-away tenant without a court judgment should still document the abandonment carefully and consider a lease clause defining abandonment conditions, since the statutory “no duty” protection under § 44-7-55 specifically attaches to writ execution — not to a landlord's unilateral abandonment determination outside that process.

Practical checklist

- Follow the dispossessory process through to judgment and writ of possession — this is what triggers the strong liability protection
- Understand that once the writ is executed, Georgia law treats the property as abandoned with no bailee duty
- For situations without a court judgment, document abandonment carefully since the statutory protection is tied to the writ process
- Note Georgia's fast timeline (writ effective just 7 days after judgment) when planning cleanout logistics

Chapter 11: Hawaii

Hawaii's framework, under Haw. Rev. Stat. § 521-56, part of the state's Residential Landlord-Tenant Code, ties the disposal process to the landlord's own good-faith value assessment and gives the state — not the county — the leftover sale proceeds after a waiting period.

When the statute applies

Section 521-56 covers property left behind when a tenant has wrongfully quit the premises, quit pursuant to a notice to quit, or reached the natural expiration of the lease term — a broader set of triggers than states that focus narrowly on either voluntary abandonment or eviction alone.

The good-faith value determination

If the landlord, in good faith, determines the abandoned property has value, the landlord may sell it in a commercially reasonable manner, store it at the tenant's expense, or donate it to a charitable organization. Before doing any of that, the landlord must make reasonable efforts to notify the tenant of the property's identity, location, and the landlord's intent regarding it.

The 15-day wait and sale process

Any sale or donation cannot occur until **15 days after notice is mailed** — at which point the tenant is deemed to have received it. If selling, the landlord must advertise in a daily newspaper of general circulation within the circuit where the property is located, for at least **three consecutive days**.

Where proceeds go

Under subsection (b), sale proceeds — after deducting accrued rent and the costs of storage, sale, and advertising — are held **in trust for the tenant for 30 days**, after which any unclaimed amount is **forfeited to the landlord**. This is notably different from states like California or Nebraska, which route unclaimed proceeds to a county or state treasury for the tenant to claim later — in Hawaii, the landlord keeps it after the 30-day trust period runs out.

No-value property

Under subsection (c), property left unsold after following the above process, or otherwise abandoned and determined by the landlord to be of no value, may be disposed of at the landlord's discretion without the sale/notice process.

Self-help lockouts remain prohibited

Hawaii forbids landlords from taking matters into their own hands outside this process — changing locks, removing doors, or cutting utilities are all considered illegal constructive eviction and can expose the landlord to a lawsuit.

Practical checklist

- Determine in good faith whether left-behind property has value — this decision point drives the entire process
- For valuable property: notify the tenant of location and intent, then wait the full 15 days before selling or donating
- If selling, advertise in a qualifying newspaper for at least 3 consecutive days
- Hold sale proceeds in trust for the tenant for 30 days — after that, the funds become the landlord's, not the state's or county's
- For no-value property, disposal is at the landlord's discretion without the formal sale process
- Never resort to self-help lockout tactics regardless of how clear the abandonment seems

Chapter 12: Idaho

Idaho has no dedicated abandoned-property statute — confirmed directly: **“There are no specific Idaho landlord tenant laws on when the property is considered abandoned by the tenant.”** But Idaho's gap comes with an unusually sharp split between how voluntary abandonment and formal eviction are handled, which is worth understanding clearly.

Voluntary abandonment: broad landlord discretion

When a tenant voluntarily abandons a unit — evidenced by returned keys, substantial removal of belongings, notice from the tenant, or extended absence with unpaid rent — Idaho practitioner guidance describes the default position as: the landlord may dispose of all personal property left behind **in any manner deemed proper**, with no statutory obligation to store or retain it. This mirrors Michigan's “default position” approach.

Formal eviction: only the sheriff may touch the property

This is Idaho's most distinctive and important rule, and it's the opposite of the voluntary-abandonment default. Once a landlord wins an eviction lawsuit and the court sets a move-out date, if the tenant fails to leave, **only the sheriff is authorized to remove any personal belongings left behind** — the landlord must not remove or dispose of the property. The sheriff stores the belongings safely and attempts to contact the tenant. A landlord who removes property themselves in this scenario, rather than through the sheriff, risks undermining their own legal position and potential liability.

The eviction process itself

Idaho requires legal cause for eviction (nonpayment, lease violation, or serious damage), delivered via written notice — commonly a 3-day notice to pay rent or quit for nonpayment. If the tenant loses the eviction lawsuit, the notice must inform them they have **72 hours** to remove belongings before the sheriff's involvement in the property.

Why the distinction matters

Because voluntary abandonment gives landlords wide latitude while formal eviction restricts the landlord to a strictly hands-off role regarding property (sheriff only), Idaho landlords need to correctly identify which scenario they're in *before* touching anything. Treating an eviction scenario as if it were voluntary abandonment — and removing property themselves — is the most common way to create legal exposure in Idaho.

Practical checklist

- Confirm whether this is a voluntary abandonment or a completed eviction before taking any action regarding left-behind property
- For voluntary abandonment: document the abandonment indicators, then proceed with disposal — no statutory storage period applies
- For eviction: do **not** remove the tenant's property yourself — this is the sheriff's role exclusively, and the eviction notice must state the tenant has 72 hours before that happens
- Document everything even though it's not strictly required — Idaho's lack of a statute means courts fall back on general reasonableness standards in disputes

Chapter 13: Illinois

Illinois is useful precisely for what it lacks: the statewide [Landlord and Tenant Act \(765 ILCS 705\)](#) does not contain a dedicated abandoned-personal-property procedure. Chicago is the major exception, with its own municipal ordinance filling the gap.

Outside Chicago: general principles apply

Landlords elsewhere in Illinois generally rely on reasonable practice — clear notice, a documented basis for concluding abandonment, and a defensible storage period before disposal — rather than a specific statutory checklist. Cook County suburbs often have their own local ordinances defining abandonment more narrowly than Chicago's.

Inside Chicago: RLTO § 5-12-130 defines abandonment precisely

Under Chicago Municipal Code § 5-12-130(e), practitioner summaries commonly break abandonment into three scenarios:

- **Written notice** from the tenant stating they're not returning
- **21 days of absence**, no rent paid, no personal belongings left
- **32 days of absence**, no rent paid, personal belongings still present

Disposal under the RLTO

RLTO § 5-12-130(f) requires the landlord to leave the property in the unit or remove and store it, permitting disposal **after seven days**. A narrower exception allows immediate disposal if the landlord reasonably believes the property is worthless, storage costs would exceed sale value, or the property is subject to spoilage.

The lockout penalty runs alongside this

Under § 5-12-160, an unlawful lockout can mean a **\$200–\$500 per day** fine plus civil liability of **two months' rent or twice actual damages, whichever is greater**. Abandonment (properly established) is an enumerated exception — which is exactly why getting the determination right matters.

Practical checklist

Outside Chicago: document your reasoning thoroughly; check for a local municipal ordinance before assuming general practice is your only guide.

Inside Chicago: confirm which of the three scenarios applies; store for at least 7 days unless the low-value/spoilage exception applies; document your basis if using the immediate-disposal exception.

Chapter 14: Indiana

Indiana's framework, codified at IC 32-31-4, is distinctive for requiring **court involvement** even after a landlord has already won possession — and for explicitly forbidding leases from redefining what counts as abandonment.

The statutory definition can't be overridden by lease

Under IC 32-31-4-2(b)-(c), personal property is considered abandoned if a reasonable person would conclude the tenant vacated and surrendered possession. Critically, subsection (c) states plainly: **an oral or written rental agreement may not define abandonment differently than provided in this subsection**. This directly blocks a common landlord strategy seen in states like Michigan and Ohio — writing a custom abandonment clause into the lease — from working in Indiana.

Abandonment is not simply nonpayment

Practitioner guidance is clear that abandonment isn't triggered by unpaid rent alone; the reasonable-person standard requires looking at the totality of circumstances, and Indiana law separately distinguishes voluntary abandonment (tenant leaves on their own) from eviction (a court process).

The court-order requirement

This is Indiana's most distinctive feature. If a landlord is awarded possession by a court under IC 32-30-2, the landlord must separately **seek an order from the court allowing removal of the tenant's personal property**. Winning the eviction case alone doesn't automatically authorize removing what's left behind — a second court authorization step is built into the process.

Delivering property to a warehouseman or storage facility

If the tenant doesn't remove their property by the date specified in the court's removal order, the landlord may remove it and deliver it to a warehouseman (under IC 32-31-4-3) or to a storage facility approved by the court — but only after personally serving the tenant with notice of both the removal order and the identity/location of the storage facility.

The 90-day claim window

If the tenant doesn't claim the property within **90 days** of receiving that notice, the warehouseman or storage facility may sell it under Indiana's commercial code provisions (IC 26-1-7-210(b)). The storage facility or warehouseman holds a lien on the property for expenses incurred (storage, transportation, insurance, labor, preservation, and sale expenses).

Practical checklist

- Don't rely on a custom lease clause to redefine abandonment — Indiana law expressly overrides it
- After winning possession in court, seek a *separate* court order specifically authorizing removal of personal property

- Personally serve the tenant with notice of the removal order and the storage location before delivering property to storage
- Track the 90-day claim window from the date of that notice, not from the date of removal
- Understand that the storage facility/warehouseman — not the landlord directly — typically handles the lien and eventual sale

Chapter 15: Iowa

Iowa is a confirmed statutory gap state — and unusually, this gap has been the subject of direct academic criticism. A University of Iowa Law Review article specifically calls out Iowa's absence of a dedicated abandoned tenant property statute as a problem the state legislature should fix.

What Iowa Code Chapter 562A actually covers

Iowa Code § 562A.29, Iowa's "Remedies for absence, nonuse and abandonment" provision, addresses the landlord's right to recover damages for a tenant's failure to give required absence notice, the landlord's right to enter during an absence exceeding 14 days, and the landlord's duty to make reasonable efforts to re-rent an abandoned unit. Like Kentucky's equivalent section, **it says nothing about what happens to the tenant's personal belongings.**

The documented consequence: landlords can act without notice

According to the Iowa Law Review analysis, in the absence of a specific statute, Iowa's current case law gives landlords the power to enter the leased premises and take possession of remaining personal property **without notice to the tenant**. This is a genuinely researched, citable finding — not a guess based on the statute's silence — and it places Iowa among the more landlord-favorable states in this guide by default, simply because there's no statutory floor requiring notice or a storage period.

Iowa is cited in national surveys of this exact issue

The same law review article cites Iowa as illustrative in national comparisons of state abandoned-property law, referencing a broader legal reference work (the National Survey of State Laws) that catalogs which states have dedicated statutes and which don't — Iowa falls into the "no dedicated statute" category alongside states like Kentucky and Ohio covered elsewhere in this guide.

What this means practically

Because there's no statutory requirement, Iowa landlords have more legal latitude than in most other states — but also less certainty about what a court might expect if a dispute arises, since the

standard is general case law rather than a specific checklist. A landlord who chooses to provide notice and a reasonable storage period anyway, even though not strictly required by statute, is in a stronger practical position if a tenant later disputes the disposal.

Practical checklist

- Understand that Iowa case law currently permits taking possession of abandoned property without notice — but recognize this is an area actively criticized as needing legislative reform
- Consider providing written notice and a reasonable storage period as a matter of good practice, even though not statutorily required — this protects against disputes and potential future legal changes
- Document the abandonment basis carefully, since you're relying on general case law rather than a specific statutory safe harbor
- Watch for legislative developments — this is a specifically flagged area of Iowa law that advocates have called for lawmakers to address

Chapter 16: Kansas

Kansas's framework, under [K.S.A. § 58-2565](#), layers a detailed four-part abandonment test on top of a structured property-disposition process, with a distinctive protection for third-party creditors and purchasers.

The four-part abandonment test

Kansas law allows a landlord to assume abandonment once the tenant is **10 days in default** for nonpayment of rent **and** has removed a **substantial portion** of belongings from the unit — unless the tenant has notified the landlord otherwise. Combined with the general absence-based entry right (available after 30 days of absence), this creates a genuinely fact-specific, multi-condition standard rather than a single bright-line trigger.

Storage and the 30-day disclosure requirement

Once abandonment is established and the tenant has left household goods, furnishings, fixtures, or other personal property behind — including situations where the tenant was removed through a forcible detainer (eviction) action — the landlord must take possession of the property, store it at the tenant's expense, and inform the tenant in writing where the belongings are being stored, giving the tenant **at least 30 days** to reclaim them.

Sale process and proceeds

If unclaimed, Kansas allows the landlord to sell the property following notice and, after deducting reasonable expenses (taking, holding, and preparing for sale) and any amounts owed by the tenant, retain any remaining balance without liability to the tenant **or to any other person** — except a secured creditor who gave proper notice of their interest under the statute.

Protection for good-faith purchasers

This is Kansas's distinctive feature: under subsection (f), any person who purchases or otherwise receives the property through a sale conducted under this statute — without knowledge that the sale violates a third party's ownership or security interest — takes clean title to the property, free of any claim from the tenant or that third party. This gives buyers at a Kansas abandoned-property sale a specific, statutory guarantee of clean title that isn't spelled out as explicitly in most other states in this guide.

Practical checklist

- Confirm both elements of the abandonment test: 10+ days rent default *and* substantial removal of belongings (absent contrary tenant notice)
- Take possession, store at the tenant's expense, and send written notice of the storage location with a 30-day reclaim window
- Track and document any secured creditor who has given notice of an interest in the property — they have separate rights under the statute
- If conducting a sale, keep records establishing the buyer's good-faith status, since Kansas explicitly protects buyers who purchase without knowledge of competing claims
- Apply the same process whether the tenant left voluntarily or was removed via forcible detainer — Kansas doesn't split these into separate tracks

Chapter 17: Kentucky

Kentucky adopted the Uniform Residential Landlord and Tenant Act, but — like Ohio, Michigan, and Maryland — its version has a real, confirmed gap: **no dedicated statute governing the disposal of tenant personal property left behind.**

What KRS Chapter 383 actually covers

KRS § 383.670, titled “Remedies for absence, nonuse and abandonment,” is the section most often cited as Kentucky's abandonment law — but checked directly against the statutory text, it addresses only: the landlord's right to recover damages if a tenant fails to give required absence

notice, the landlord's right to enter during an absence exceeding 7 days, and — most substantively — the landlord's obligation to make reasonable efforts to re-rent an abandoned unit (with the lease deemed terminated once the landlord has notice of the abandonment, if reletting efforts fail or the landlord accepts the abandonment as surrender).

It says nothing about what happens to the tenant's personal belongings.

A word of caution about circulating figures

Some online sources state that Kentucky law allows disposal without notice for property worth under \$300, citing “KRS 383.070” as authority for a landlord's lien. This has not been confirmed against verified primary statutory text in this research and should be treated with real skepticism rather than relied upon directly — it fits the same pattern of unverifiable, possibly-invented citations seen in several other states in this guide. Kentucky landlords should not assume a specific dollar threshold applies without independently confirming it against the current KRS text or with local counsel.

What this means practically

Because Chapter 383 doesn't address property disposal directly, Kentucky landlords are in a similar position to those in Ohio, Michigan, and Maryland: relying on general reasonable-practice standards (clear written notice, a documented and defensible storage period, careful record-keeping) rather than a statutory checklist. A well-drafted lease clause addressing abandoned property — while not necessarily binding to the same degree as in states with an explicit statute — becomes an even more important piece of documentation in a state like Kentucky where the statute is silent.

Practical checklist

- Don't rely on § 383.670 for guidance on handling the tenant's belongings — it only covers the re-rental and lease-termination side of abandonment
- Don't rely on unverified figures like a “\$300 no-notice threshold” without confirming directly against current Kentucky statutory text
- Include clear abandonment and property-disposal language in the lease, since state law won't fill that gap for you
- Document the abandonment basis, notice sent, and storage period thoroughly given the absence of statutory guardrails
- When in doubt, treat this as one of the higher-uncertainty states in this guide and consult local counsel before disposing of anything of apparent value

Chapter 18: Louisiana

Louisiana is the one state in this guide governed by a **civil law tradition** rather than English common law — its legal system traces back to the Napoleonic Code rather than case-by-case common-law precedent used everywhere else in the U.S. This shows up clearly in how abandoned tenant property is handled: not through a single, detailed statute, but through a body of case law applying a specific evidentiary standard.

No dedicated statutory notice-and-disposal statute

Unlike most states in this guide, Louisiana doesn't have one clean statute spelling out notice periods, dollar thresholds, and sale procedures for abandoned tenant property. Some online sources cite “Louisiana Civil Code Article 3323” as the governing abandoned-property statute — that citation doesn't hold up; Article 3323 in the current Civil Code actually addresses conflict-of-laws principles, unrelated to landlord-tenant property. Treat that citation, and similar ones circulating online, with real skepticism.

The “clear and unequivocal” standard

Louisiana courts require abandonment to be **clear and unequivocal** before a landlord can safely treat property as abandoned. This is a fact-intensive, case-law-driven standard rather than a statutory checklist. Louisiana appellate courts have found abandonment where:

- The premises were empty with no response to the landlord's notices
- Nothing of value remained in the unit, water and electricity were shut off, there was rotten food in the freezer, the tenant admitted to securing another unit, and the landlord hadn't seen the tenant in two months
- Electricity and gas were off, furniture and major appliances were removed, and sheriff's records showed the property vacant

These fact patterns are useful as a practical benchmark: Louisiana courts look for a **combination** of objective signals (utilities off, belongings gone, no contact) rather than any single factor alone.

Landlord entry once abandonment is reasonably believed

Under La. R.S. § 9:3261, a landlord may enter the property as soon as there's reason to believe the tenant has abandoned it — a comparatively low bar for entry itself, distinct from the higher “clear and unequivocal” bar for treating *property* as abandoned and disposing of it.

The eviction process runs on its own track

Separately, Louisiana's Code of Civil Procedure governs formal eviction (Article 4701 and related provisions): a landlord seeking possession must deliver a written notice to vacate giving the tenant

not less than five days from delivery. This notice can be waived in the lease. Once judgment is obtained, the eviction proceeds through the sheriff.

Local ordinances may add requirements

Practitioner guidance specifically flags that landlords should check local municipal ordinances in addition to state law and case precedent — Louisiana’s parish and city governments can layer on additional requirements not found in the state framework.

Practical checklist

- Don’t rely on a single factor (like unpaid rent alone) to establish abandonment — Louisiana courts want a *combination* of objective signals
- Document utilities status, remaining belongings, and any tenant statements or admissions thoroughly — this is exactly the kind of evidence Louisiana courts examine
- Use La. R.S. § 9:3261’s lower entry standard only to inspect and assess, not as blanket authority to dispose of property
- Check local parish/municipal ordinances before finalizing a disposal process
- Given the case-law-driven (rather than statutory) nature of this area, consider Louisiana one of the higher-risk states in this guide for acting without local counsel

Chapter 19: Maine

Maine’s framework, under **14 M.R.S. § 6013**, applies uniformly to property left behind whether the tenancy ended by eviction judgment or by the tenant simply vacating — with a distinctive dual-timing rule for the eviction scenario specifically.

Mandatory storage

Under subsection 1, the landlord must place any abandoned or unclaimed personal property in storage at a **safe, dry, secured location** — this applies regardless of how the tenancy ended.

Two notice scenarios

If the tenant is still in possession (property remains after judgment but before the tenant has fully vacated): the landlord sends written notice by first-class mail with proof of mailing to the rental unit address, stating intent to dispose of remaining property. Critically, this notice **cannot limit the claim period to less than 7 days following mailing, or 48 hours after service of the writ of possession — whichever period is longer**. This “whichever is longer” structure protects tenants in fast-moving eviction scenarios from an unreasonably short window.

If the tenant has vacated: the landlord sends written notice to the tenant's last known address, including an itemized list of the property and containers, advising that if the tenant doesn't respond within **7 days**, the landlord may dispose of the property.

Lease clauses can supplement, not replace

Under a later provision, a lease or tenancy-at-will agreement may permit a landlord to dispose of abandoned property without liability, but only **as long as the landlord complies with the notice provisions of this section** — a lease clause can't substitute for following the statutory notice process.

Tenant waiver

A tenant may waive their rights under this section after or upon vacating; if the waiver is oral, the landlord must confirm it in writing — creating a paper trail requirement even for a tenant's voluntary waiver.

Practical checklist

- Always place property in safe, dry, secured storage — this is a baseline requirement regardless of how the tenancy ended
- For property left while the tenant may still be transitioning out: apply the “whichever is longer” rule — 7 days from mailing or 48 hours from writ service
- For property left after the tenant has fully vacated: send an itemized notice and wait the full 7 days
- Don't rely on a lease clause alone to authorize disposal — it only works in combination with proper statutory notice
- Get any oral tenant waiver confirmed in writing before relying on it

Chapter 20: Maryland

Maryland has no dedicated statewide statute governing the disposal of tenant belongings after abandonment — a gap similar to Ohio, Michigan, and Illinois-outside-Chicago. But Baltimore City fills that gap with a detailed municipal ordinance, making this another state where the city-level rules matter more than the state-level ones for many landlords.

No general statewide procedure

Practitioner guidance confirms directly: Maryland does not have a specific statute governing disposal of tenant belongings after abandonment. The general practice recommendation is to store

property for a reasonable period — commonly cited as around 30 days — and provide written notice before disposal, following the same “when in doubt, be conservative” approach recommended for New York and Michigan.

The eviction mechanism: § 8-401

Maryland’s Real Property § 8-401 governs the Failure to Pay Rent repossession process itself — a relatively fast track for landlords to regain legal possession — but doesn’t separately address what happens to belongings left behind afterward. That gap is exactly what leaves most of Maryland relying on general reasonable-practice standards rather than a statutory checklist.

Baltimore City’s ordinance fills the gap locally

Under **Baltimore City Code, Article 13, § 8A**, property left behind at the time a warrant of restitution is executed is explicitly considered abandoned and may be disposed of by the landlord — termed “eviction chattels” in the local ordinance. But getting there requires specific notice:

- The pre-eviction notice must include the court case number, the tenant’s name and address, the scheduled eviction date, a warning that any property left behind will be considered abandoned and may be disposed of, and confirmation that it’s the final notice even if the eviction date is postponed
- The notice must be **mailed** — both certified mail and first-class mail with a certificate of mailing — **at least 14 days** before the first scheduled execution date
- The notice must also be **posted** on the premises **at least 7 days** before the first scheduled execution date

Local variation elsewhere in Maryland

Montgomery County and Prince George’s County (and potentially other jurisdictions) may impose their own additional local requirements beyond the general state framework — another reason a Maryland landlord needs to check local ordinances, not just state law, before finalizing a disposal process.

Practical checklist

- Check for a local ordinance (Baltimore City, Montgomery County, Prince George’s County, and others) before assuming general state-level guidance is your only source
- In Baltimore City specifically: mail notice 14+ days out (certified + first-class) and post it 7+ days out before the scheduled execution date
- Outside a municipality with its own ordinance, follow the conservative ~30-day storage-and-notice practice recommended by Maryland practitioners
- Don’t assume § 8-401 covers post-eviction property handling — it only governs the repossession process itself

Chapter 21: Massachusetts

Massachusetts stands out in this guide for regulating abandoned property almost exclusively through the **eviction execution process** rather than a separate voluntary-abandonment statute, and for imposing an unusually protective — and expensive — storage requirement on landlords.

The “move and store” law

Under M.G.L. c. 239, § 4 (the Massachusetts Eviction Storage Law, significantly amended in 2010), when a court officer executes a judgment for possession and removes a tenant’s personal property, that property must be stored for the benefit of its owner. The 2010 amendment specifically requires that removed belongings be stored at a **licensed public warehouse** — not just any storage location the landlord chooses.

The plaintiff (landlord) in the summary process action is responsible for the **cost of removing the property to storage**. Landlords should note the statute is less clear about who bears ongoing storage costs after that point — a genuine ambiguity that has historically led to disputes, with some storage companies charging landlords upfront for multiple months of storage in addition to the lien they place on the tenant’s belongings.

How long property must be stored

Massachusetts requires an evicted tenant’s belongings to be transported and stored safely for **up to six months** — a notably longer mandatory window than most other states in this guide, reflecting the Commonwealth’s more tenant-protective overall posture on evictions.

No clear statutory process for voluntary abandonment

Massachusetts law is comparatively underdeveloped for the scenario where a tenant simply leaves without a formal eviction. Landlords are generally advised that if there’s no clear documentation the tenant intended to end the tenancy, the safest approach is to follow the full eviction-execution abandonment process anyway, since the six-month warehouse storage requirement provides a documented, defensible standard even in ambiguous situations.

Mandatory animal welfare check

Under M.G.L. c. 239, § 14, a property owner or lessor must inspect a vacated property for abandoned animals **within 3 days** of learning the property has been vacated as a result of summary process (this also applies more broadly per practitioner guidance, including planned move-outs and surprise abandonments). If an abandoned animal is found, the owner/lessor must immediately notify an animal control officer, police officer, or other authorized agent. Failing to

comply carries a civil penalty of up to **\$500 for a first offense** and up to **\$1,000 for subsequent offenses**, with funds going to the state's Homeless Animal Prevention and Care Fund.

Practical checklist

- Follow the eviction execution process even when abandonment seems clear, given the ambiguity around voluntary-abandonment procedures
- Budget for licensed public warehouse storage — this is not optional under the 2010 amendment
- Plan for up to six months of storage obligation, not a matter of weeks
- Inspect for abandoned animals within 3 days of any vacancy and notify authorities immediately if found
- Clarify storage cost responsibility with the storage facility and constable/mover upfront, given the statute's ambiguity on ongoing costs

Chapter 22: Michigan

Michigan is one of the clearer examples in this guide of a state with **no dedicated statutory procedure** for abandoned tenant personal property. The state's landlord-tenant framework — **MCL 554.601–554.616** — is almost entirely about security deposits, not abandoned belongings.

What Michigan law actually says about abandonment

Michigan law does address how a landlord determines a unit is abandoned in the first place, using indicators familiar from other states: the return of keys, substantial removal of personal property, notice by the tenant, extended absence while rent remains unpaid, or other evidence that would cause a reasonable person to believe the tenant surrendered possession.

But once abandonment is established, Michigan law does not specify a procedure for handling what's left behind. The default legal position, confirmed by multiple practitioner sources, is that the landlord may treat property left on the premises as abandoned and dispose of it in whatever manner the landlord deems proper — there's no statutory notice period, storage requirement, or dollar threshold governing the disposal itself.

Why lease language matters enormously here

Because state law is silent on procedure, this is a jurisdiction where the lease agreement effectively becomes the abandoned-property law for that tenancy. Landlords are commonly advised to include an explicit lease clause establishing:

- What conditions constitute abandonment

- That the landlord may dispose of remaining personal property in any manner
- That the tenant releases the landlord from all liability for handling that property

Without such a clause, a landlord still has more latitude than in states like Pennsylvania or California, but is relying entirely on the general “default position” rather than an agreed, documented standard — a weaker footing if a dispute arises.

Non-acceptance of abandonment as lease termination

Separately, Michigan law gives landlords the option to *not* treat abandonment as ending the tenant’s lease obligations — the landlord can re-let the unit and hold the original tenant liable for the difference between the original rent and what the re-let unit brings in, protecting the landlord if reletting is less favorable than the original agreement.

Practical checklist

- Include an explicit abandonment and property-disposal clause in every lease — this does more legal work in Michigan than in most states
- Document the abandonment indicators (keys, property removal, absence + unpaid rent) even absent a statutory requirement to do so
- Understand that re-letting and pursuing the difference in rent is a separate, available remedy from property disposal
- Recognize this is a state where “what does the lease say” is the first and most important question, not “what does the statute say”

Chapter 23: Minnesota

Minnesota is one of the more tenant-protective states in this guide, and it’s also one of the few with **two entirely separate statutes** depending on how the tenancy ended — a distinction that practitioners specifically warn landlords not to blur.

Two statutes, two triggers

Voluntary abandonment — **Minn. Stat. § 504B.271**: If a tenant abandons the premises on their own, the landlord must take possession of remaining property and **store and care for it**. The landlord has a claim against the tenant for reasonable removal, storage, and care costs, but must actively look after the property — this isn’t a “leave it and forget it” statute.

Post-eviction property — **Minn. Stat. § 504B.365**: If a tenant is evicted rather than voluntarily leaving, property left behind is still treated as abandoned, but the landlord must follow the same § 504B.271 procedures — with the attendant 28-day waiting period described below. Minnesota

deliberately funnels both scenarios into the same substantive process, unlike states that treat eviction and voluntary abandonment very differently.

The genuinely tricky edge case practitioners flag: what happens if a tenant voluntarily vacates *during* an eviction proceeding but *before* the sheriff executes it? Which statute governs isn't always clean-cut, and landlords in that gray zone should document carefully and consider treating it conservatively as the voluntary-abandonment scenario.

The 28-day disposal window

The landlord may sell or otherwise dispose of the property **28 days** after receiving actual notice of the abandonment, or 28 days after it reasonably appears to the landlord that the tenant has abandoned — whichever occurs **last**. This 28-day period was actually reduced from a much longer 60-day period by a 2010 legislative amendment, alongside a requirement that any mailed sale notice go by **both first-class and certified mail**, with the 14-day notice period for a sale deemed to start upon deposit in the mail.

Applying sale proceeds

The landlord may apply a reasonable portion of sale proceeds to removal, care, and storage costs, plus certain other authorized claims. Any remaining proceeds must be paid to the tenant upon written demand.

The punitive damages exposure

This is where Minnesota gets serious. Under Subd. 2, if a landlord (or their agent) in possession of a tenant's property fails to allow the tenant to retake it within **24 hours** of written demand — or within **48 hours** (excluding weekends/holidays) if the property was moved off-premises — the tenant can recover **punitive damages up to twice actual damages or \$1,000, whichever is greater**, plus actual damages and reasonable attorney's fees. This is a short, specific compliance window that catches landlords who move too slowly once a tenant actually shows up asking for their belongings back.

Waiver is void

The remedies under this section can't be waived by lease or any other agreement, whether oral or written — Minnesota explicitly voids any attempt to contract around this statute.

Practical checklist

- Actively store and care for the property — Minnesota imposes a genuine duty of care, not just passive holding

- Track both potential trigger dates (actual notice of abandonment vs. when it reasonably appeared abandoned) and use whichever is later for the 28-day clock
- For post-eviction property, apply the same § 504B.271 process rather than assuming a separate, lighter standard applies
- If selling, use both first-class and certified mail for the sale notice
- Respond to a tenant's written demand to reclaim property within 24 hours (on-premises) or 48 hours (off-premises) — this is a real, penalty-backed deadline
- Don't rely on a lease clause to waive any of these protections — it won't hold up

Chapter 24: Mississippi

Mississippi overhauled its eviction and abandoned-property framework relatively recently — the current structure, under Miss. Code § 89-8-39, stems from 2022 legislation (HB 1061 / SB 2461) and reflects a modern, precisely time-boxed approach built directly around the eviction process.

Move-out by the court-ordered date

If the tenant moves out by the date the court orders, leaving personal property behind, the landlord may dispose of that abandoned property **without further notice**. No additional waiting period applies once the tenant has voluntarily complied with the court's move-out order.

The warrant for removal and the 72-hour window

If the tenant doesn't move out by the ordered date, the landlord may request a warrant for removal. Once the sheriff or constable executes that warrant, the landlord must allow the tenant **reasonable access to the premises for 72 hours** to remove personal property — including, notably, any manufactured home.

If the tenant voluntarily moves out within that 72-hour window, leaving property behind, the landlord may dispose of it without further notice, just as with the original court-ordered move-out scenario.

After the 72 hours: curb disposal, no preservation duty

Once the 72-hour access window closes, the landlord may remove any remaining property to the curb, an area designated for garbage, or another location agreed to by the landlord and tenant. Practitioner-facing guidance built from the same legislation states plainly that the tenant may still attempt to retrieve items after that point, but the **landlord has no obligation to preserve the property** once it's been moved out.

The landlord's good-faith payment obligation

Separately, subsection (4) requires the landlord to act with good faith regarding late payment: if the tenant pays the full judgment amount by the court-ordered move-out date, or the landlord accepts payment after that date, the judge shall not issue the warrant for removal at all — meaning full payment can stop the entire removal-and-disposal chain before it starts, even close to the deadline.

Practical checklist

- Track whether the tenant complied with the court-ordered move-out date or required a warrant for removal — the process differs slightly at that fork
- After warrant execution, provide the full 72-hour access window before touching any remaining property
- After 72 hours, curb/garbage-area disposal is permitted with no ongoing duty to preserve items
- Watch for full payment of the judgment amount — Mississippi law requires accepting it in good faith, which can halt the removal process even late in the timeline
- Remember manufactured homes are explicitly included in the tenant's 72-hour retrieval rights, not treated separately

Chapter 25: Missouri

Missouri's approach, under § 441.065 RSMo, is built around a specific four-part statutory test and — notably — appears to leave a real gap for situations outside the mid-tenancy abandonment scenario it was written for.

The four-part test

The premises are deemed abandoned only if **all** of the following are met:

1. The landlord has a reasonable belief the tenant has vacated and doesn't intend to return
2. Rent is due and has been unpaid for **30 days**
3. The landlord posts written notice on the premises **and** mails it to the tenant's last known address by **both** first-class mail and certified mail, return receipt requested
4. The tenant fails to either pay rent or respond in writing within **10 days** after both the posting and mailing occurred

The required notice language

Missouri's statute provides specific model language landlords are expected to use, stating that rent has been unpaid for 30 consecutive days, that the landlord believes the tenant has abandoned the property, and that the landlord may declare the property abandoned and dispose of it unless the tenant responds in writing within 10 days of both posting and mailing.

No liability once the process is followed

Under § 441.065, property remaining after a properly established abandonment “may be removed or disposed of by the landlord without liability to the tenant for such removal or disposition” — a clean liability shield, but one that's conditioned entirely on strictly following the four-part process.

A genuine gap: what about after lease termination or eviction?

Missouri practitioners have specifically flagged that § 441.065 was written around the scenario of a tenant who stops paying rent and appears to have vacated mid-tenancy — it does **not** clearly address what happens to property left behind after a lease has simply ended, or after a formal eviction has been completed. This is a real and specifically documented gap (not just an assumption), meaning landlords in those two situations have less statutory guidance than the § 441.065 language alone would suggest, and should proceed more cautiously — documenting thoroughly and considering the general common-law abandonment principles that would apply in the absence of a specific statute.

Practical checklist

- Confirm all four conditions are met — this is a conjunctive test, not a menu of options
- Use both first-class *and* certified mail for the notice, plus posting on the premises
- Wait the full 10 days after both posting and mailing before proceeding
- Recognize that § 441.065 was built for the mid-tenancy nonpayment scenario — approach post-lease-termination or post-eviction leftover property more cautiously, since the statute doesn't clearly cover it
- Keep thorough documentation given the genuinely uncertain legal footing outside the statute's core scenario

Chapter 26: Montana

Montana's framework, under [Mont. Code Ann. § 70-24-430](#), is one of the most procedurally rich in this guide, distinguishing sharply between court-ordered terminations and other terminations, and including a specific 48-hour evidentiary threshold for fast voluntary-abandonment disposal.

Court-ordered termination: immediate disposal

If a tenancy terminates by court order, the personal property is considered abandoned, and the landlord may **immediately dispose of it** as allowed by law — no additional waiting period.

Voluntary abandonment: the 48-hour clear-and-convincing-evidence rule

If a tenancy terminates in any manner other than court order, and the landlord has **clear and convincing evidence** that the tenant has abandoned all personal property left on the premises, and at least **48 hours** have elapsed since the landlord obtained that evidence, the landlord may immediately remove the property and immediately dispose of anything hazardous, perishable, or valueless. This is a notably high evidentiary bar (“clear and convincing,” not just “reasonable belief”) paired with a short mandatory waiting period.

Rent-to-own and leased items get special handling

Montana specifically protects items clearly labeled “rent to own,” “leased,” or similarly identified — these may only be discarded with confirmation from the lessor that there’s no lien, provided the lessor can be easily identified from the label and the landlord makes a reasonable effort to make contact.

Storage of valuable property

The landlord must inventory and store property reasonably believed to be valuable in a place of safekeeping, exercising reasonable care, and may charge reasonable storage and labor costs (or actual costs if using a commercial storage company).

The notice, response, and conclusive-abandonment structure

After storage, the landlord must make a reasonable attempt to notify the tenant in writing, specifying a date **not less than 10 days after mailing** by which the property must be removed. If the tenant responds in writing before that date stating intent to remove the property, but then fails to do so within **7 days** of that response, the property is **conclusively presumed abandoned regardless of value** — closing off any further dispute about the abandonment question itself.

The sale process and proceeds

A public or private sale must be conducted under Montana’s commercial code provisions or the sheriff’s sale provisions. The landlord may deduct reasonable costs of notice, storage, labor, and sale, plus delinquent rent or damages, and must remit any remaining proceeds to the tenant with an itemized accounting. If the tenant can’t be found after due diligence, remaining proceeds go to the county treasurer and — if unclaimed within **3 years** — revert to the county’s general fund.

Mandatory lease disclosure

Under subsection (9), landlords must include the terms of this section, in plain and understandable language, as a notification in any lease — Montana is one of the few states that statutorily requires this disclosure be built into the lease itself.

Practical checklist

- Distinguish court-ordered termination (immediate disposal allowed) from other terminations (48-hour clear-and-convincing-evidence rule applies)
- Meet the “clear and convincing evidence” bar, not just reasonable belief, before using the 48-hour fast track
- Handle rent-to-own or leased items separately — confirm with the identifiable lessor before discarding
- Use the 10-day notice, then track any tenant response and the follow-on 7-day removal window carefully — a late response converts to conclusive abandonment
- Include the abandoned-property statute’s terms directly in your lease — this is a statutory requirement, not just good practice
- Route unclaimed sale proceeds to the county treasurer, understanding the 3-year claim window before reversion

Chapter 27: Nebraska

Nebraska’s framework, the Disposition of Personal Property Landlord and Tenant Act (§§ 69-2301 to 69-2314), closely mirrors California’s structure — detailed statutory notice language, a value-based fork in the process, and unclaimed sale proceeds routed to the state treasury — while updating the dollar threshold to reflect modern values.

The notice requirement

Under § 69-2303, once personal property remains on the premises after a tenancy has terminated or expired and the tenant has vacated, the landlord must give written notice — describing the property adequately for identification — to the tenant and to any other person reasonably believed to own it. Critically, this notice must be given within **six months** of the lease expiration date or the date the abandonment was discovered, whichever is later — a specific outer deadline not found in most other states’ statutes.

The response window

Nebraska's statutory notice language specifies a claim deadline of **not less than 7 days** after personal delivery, or **not less than 14 days** after mailing — faster than California's 15/18-day structure but built on the same model.

The \$2,000 low-value threshold

Nebraska's statutory notice language specifically states that property believed to be worth **less than \$2,000** may be kept, sold, or destroyed without further notice if unclaimed within the specified time. This is a substantially higher threshold than most other states in this guide — reflecting a 2016 legislative update (LB1075) that raised the figure from its earlier level.

Public sale for higher-value property

For property above that threshold, Nebraska requires a public sale held at the nearest suitable place to where the property is stored, with published notice describing the goods, the former tenant's name, and the sale's time and place. The sale must occur **no sooner than 10 days** after first publication, with the last publication no less than **5 days** before the sale.

Where proceeds go

After deducting storage, advertising, and sale costs, remaining proceeds go to the **State Treasurer** under Nebraska's Uniform Disposition of Unclaimed Property Act — the tenant can later claim those funds through that office rather than directly from the landlord.

The liability shield

Under § 69-2309, a landlord who releases or disposes of property properly under this Act isn't liable to anyone who received notice under § 69-2303, or to anyone not notified unless that person proves the landlord knew or should have known of their interest and address — the same liability-shield structure used in California and Florida.

Applies to commercial leases too

Nebraska courts have confirmed (*Pan v. IOC Realty Specialist*, 2018) that this Act isn't limited to residential leases — it applies in commercial lease cases as well, which is broader coverage than most states' dedicated abandoned-property statutes provide.

Practical checklist

- Track the six-month outer deadline for sending notice — this is a distinctive Nebraska requirement not seen in most other states

- Use the 7-day (personal delivery) / 14-day (mail) response windows from the statutory notice language
- Confirm the current \$2,000 low-value threshold before deciding whether a public sale is required
- For public sales, follow the 10-day-after-first-publication / 5-day-before-sale publication timing precisely
- Remit unclaimed proceeds to the State Treasurer's office under the Uniform Disposition of Unclaimed Property Act
- Remember this Act applies to commercial leases too, not just residential tenancies

Chapter 28: Nevada

Nevada's framework, under [NRS § 118A.460](#), applies the same core process to both voluntary abandonment and post-eviction property, and includes a specific, modern protection for essential personal items that reflects growing awareness of what tenants need immediate access to.

The 30-day storage requirement

Under subsection (1)(a), the landlord may dispose of property abandoned by a former tenant or left behind after eviction — but must first reasonably provide for **safe storage of the property for 30 days** after the abandonment, eviction, or end of the rental period. The landlord may charge and collect reasonable actual costs of inventory, moving, and storage before releasing the property, and is liable to the tenant only for negligent or wrongful acts in storing the property (not for the storage itself).

After 30 days: notice, then disposal

After the 30-day period expires, the landlord may dispose of the property and recover reasonable costs — but only if the landlord has made reasonable efforts to locate the tenant, has notified the tenant in writing of the intent to dispose of the property, and **14 days have elapsed** since that notice was given. The notice must be mailed to the tenant's present address, or last known address if the present one is unknown.

Vehicles follow a separate track

Under subsection (1)(c), vehicles must be disposed of under Nevada's separate abandoned vehicle statute (NRS Chapter 487), not this general personal property process.

The essential-items provision after eviction or lockout

This is Nevada's most distinctive feature. During the **5-day period following an eviction or lockout**, the landlord must provide the former tenant a reasonable opportunity to retrieve **essential personal effects** — the statute specifically names medication, baby formula, basic clothing, and personal care items as examples. This creates a fast, targeted access window for genuinely necessary items, separate from and faster than the general 30-day storage process for everything else.

Dispute resolution built into the statute

Nevada's law specifically routes disputes to existing procedural mechanisms: cost disputes go through NRS 40.253(7), and disputes about the reasonableness of the landlord's actions regarding essential-item access go through NRS 40.253(9) — giving both sides a defined path to resolve disagreements rather than leaving it to general litigation.

Practical checklist

- Store property safely for the full 30 days regardless of whether the tenancy ended by voluntary abandonment or eviction
- After 30 days, make documented reasonable efforts to locate the tenant, send written notice, and wait the additional 14 days before disposal
- Provide a genuine, reasonable opportunity during the first 5 days post-eviction/lockout for the tenant to retrieve medication, baby formula, basic clothing, and personal care items specifically
- Route vehicles to the separate abandoned-vehicle process under NRS Chapter 487
- Know the specific dispute-resolution statute sections (NRS 40.253(7) and (9)) if a disagreement arises over costs or essential-item access

Chapter 29: New Hampshire

New Hampshire's framework, under [RSA 540-A:3](#), is unusually detailed about exactly what evidence supports a finding of abandonment, requiring a specific combination of factors rather than a single trigger — and gives landlords a genuine procedural shortcut once abandonment is properly established.

The rebuttable presumption structure

Abandonment means all tenants have physically vacated without intent to return. A **rebuttable presumption** of abandonment arises when the landlord has provided a written property

abandonment notice (left at the premises and sent by certified mail to at least one adult tenant's last known address) and at least **two** of several specific conditions are present, including:

- All adult tenants notified the landlord in writing of intent to vacate by a certain date, and that date passed
- The tenants removed all or the majority of their personal property, leaving only items inconsistent with continued use of the premises
- Rent has gone unpaid for more than **91 days**, provided the landlord cooperated with any rental-assistance verification requests during that period
- All keys have been returned, including simply leaving them at the premises

This “at least two of several conditions” structure is more demanding than most states’ abandonment standards — a single factor like unpaid rent alone isn’t enough.

The notice must be specific

The property abandonment notice must use conspicuous language identifying, with specificity, the landlord’s reasons for believing the property is abandoned, and must advise tenants of their right to retrieve personal property and to file an action under RSA 540-A. The statute even provides model notice language in at least 12-point type that’s deemed sufficient if used.

The 7-day storage window

The landlord must maintain and exercise reasonable care in storing the tenant’s personal property for **7 days** after the tenant has vacated (voluntarily or by eviction), beginning the day after the landlord serves the written property abandonment notice. During this period, the tenant may recover their property without paying rent or storage fees. After 7 days, the property may be disposed of without further notice.

Skipping the formal eviction process

Similar to Connecticut, once genuine abandonment is established under this section, the landlord isn’t required to serve a demand and eviction notice under RSA 540:5 to obtain possession — but this shortcut only applies to properly established abandonment, not situations where the landlord merely suspects it.

Practical checklist

- Confirm at least two of the statutory conditions are present, not just one — this is a meaningfully higher bar than most states
- Use the model 12-point notice language provided in the statute for guaranteed sufficiency
- Post the notice at the premises *and* send it by certified mail to at least one adult tenant

- Provide the full 7-day storage window starting the day after notice is served, with free tenant access during that time
- Reserve the eviction-process shortcut for genuinely, properly established abandonment only

Chapter 30: New Jersey

New Jersey's framework is unusual in this guide for being explicitly titled the **Abandoned Tenant Property Act**, codified at **N.J.S.A. § 2A:18-72 through 2A:18-84**. It applies to both commercial and residential property and covers a broader category of items than most states — including manufactured or mobile homes.

Two triggers, same structure as Colorado's split

Under § 2A:18-72, a landlord may dispose of property left behind only if the landlord reasonably believes the tenant left it with no intention of reclaiming the premises or property, **and** one of two things has happened:

- A warrant for removal has been executed and possession restored to the landlord, **or**
- The tenant has given written notice of voluntarily relinquishing possession

This is functionally the same two-scenario structure seen in Colorado (eviction vs. voluntary abandonment), formalized into one statute rather than split across two.

The notice and storage requirements

After providing the required notice (§ 2A:18-73), the landlord must **store all property in a place of safekeeping** and exercise reasonable care — with narrow exceptions allowing prompt disposal of perishable food and required release of abandoned pets or livestock to an animal control agency or humane society (§ 2A:18-75).

The removal window: 30/33 days

Property is considered abandoned and available for disposal **not less than 30 days after delivery of the notice, or not less than 33 days after mailing** — whichever comes first. This is a notably longer guaranteed window than most other states in this guide.

Where sale proceeds go

Proceeds from any sale of abandoned property that exceed storage and sale costs must be turned over to the **New Jersey State Treasurer** — a stricter proceeds-handling requirement than states that simply route leftover funds to the county.

Record-keeping and penalties

New Jersey's Act imposes affirmative record-keeping requirements: detailed records of stored property, notices sent, and any transactions related to the property must be maintained. Landlords who fail to comply with the Act can be liable for **double damages**.

Practical checklist

- Confirm one of the two statutory triggers applies (executed warrant, or tenant's written relinquishment notice) before proceeding
- Send notice per § 2A:18-73's requirements
- Store property carefully — the reasonable care duty is explicit in the statute
- Wait the full 30 days (delivery) or 33 days (mail) before disposal
- Route any leftover sale proceeds to the State Treasurer, not a local account
- Maintain thorough records of the entire process given the double-damages exposure
- Contact an animal control agency or humane society promptly for abandoned pets/livestock rather than including them in general storage

Chapter 31: New Mexico

New Mexico's framework, under the **Uniform Owner-Resident Relations Act, § 47-8-34.1**, is unusual for splitting into **three separate timelines** depending on exactly how the tenancy ended — more granular than almost any other state in this guide.

Three tracks, three different clocks

Abandonment: The owner must store all of the resident's personal property left on the premises for **not less than 30 days**, and must serve written notice of intent to dispose of the property on a date not less than 30 days from the notice date. The notice must include a phone number and address where the resident can reach the owner to retrieve the property before the disposal date.

Writ of restitution (eviction): The owner has **no obligation to store any personal property** left on the premises after **just 3 days** following execution of the writ of restitution, unless the owner and resident agree otherwise. After those 3 days, the owner may dispose of the property in any

manner, without further notice or liability. This is one of the shortest post-eviction windows in this entire guide.

Voluntary surrender: Where the rental agreement ends by the resident's voluntary surrender of the premises, the owner must store personal property for a **minimum of 14 days** from the surrender date, and must provide reasonable access for the resident to retrieve it during that window.

The low-value exception

Where the property has a market value of **less than \$100**, the owner may dispose of it in any manner — regardless of which of the three tracks otherwise applies. This is one of the lowest low-value thresholds in this guide, meaningfully lower than California's ~\$700 or Florida's \$500.

Storage and moving costs

The owner may require payment of storage and moving costs before releasing the property to the resident.

Limits on what the owner can hold property for

Under subsection (H), the owner may **not** hold property for other debts claimed due, or for judgments where a writ of execution application hasn't already been filed — and cannot retain property that's legally exempt from execution even where a writ of execution has been granted. This gives New Mexico residents a specific statutory shield against a landlord using abandoned property as informal leverage for unrelated debts.

Practical checklist

- Identify which of the three termination tracks applies first — abandonment, writ of restitution, or voluntary surrender — since the required storage period ranges from 3 days to 30 days depending on which one
- For post-eviction property: don't assume a longer storage window applies just because it does for voluntary abandonment — the writ-of-restitution track is dramatically faster
- For property under \$100 in value, disposal is permitted regardless of which track otherwise applies
- Don't hold property as leverage for unrelated debts or non-executed judgments — subsection (H) specifically prohibits this
- Provide genuine reasonable access during whichever storage window applies, not just technical compliance

Chapter 32: New York

Every other state so far has at least one identifiable statute. New York is the outlier: **there is no single, comprehensive statute that lays out a notice-and-disposal procedure for tenant property left behind**, the way California's or Florida's frameworks do.

This is worth saying plainly because it's routinely gotten wrong. Several widely circulated articles claim New York's rules live in **General Obligations Law § 7-108**. They don't — GOL § 7-108, confirmed directly against the statutory text, governs a landlord's liability for **security deposits** upon sale or transfer of the building. It has nothing to do with tenant belongings left in a unit.

So what actually governs it?

RPAPL § 749 — eviction mechanics. Once a landlord has a judgment of possession, the court issues a warrant. Under **RPAPL § 749(2)(a)**, the executing officer must give the tenant **at least 14 days' written notice** before the eviction is carried out — the closest thing New York has to a hard statutory clock here, though it governs the eviction itself, not what happens to belongings afterward.

Common-law abandonment doctrine. New York courts take a notably narrow view of abandonment. A tenant absent for weeks without contact, or who stopped paying rent and left most of their belongings, is generally **not** legally abandoned property under New York case law unless the tenant has affirmatively and unambiguously indicated they aren't coming back. Premature disposal exposes landlords to conversion claims.

The landlord's duty of reasonable care. Once a unit is genuinely concluded to be abandoned, the general legal expectation — grounded in case law rather than statute — is that the landlord must safeguard and eventually return the property rather than use, sell, or discard it. A roughly 30-day storage window with written notice is commonly described as reasonably defensible practice, but it's custom, not a codified deadline.

Why this creates more landlord risk than other states

In states with a defined statute, following the procedure gives a liability shield. New York has no equivalent codified safe harbor for ordinary residential abandoned property — the safest posture is the most conservative one.

NYC adds another layer

NYC marshals executing warrants of eviction operate under additional local procedures for how removed property is handled during the physical eviction.

Practical checklist

- Don't rely on absence or unpaid rent alone as proof of abandonment
- Send clear written notice to the tenant's last known address with a real response window
- Document everything: contact attempts, unit condition, tenant statements
- Store removed property carefully — 30 days is a commonly cited conservative benchmark, not a statutory deadline
- Follow RPAPL § 749's 14-day notice requirement precisely for formal evictions
- For NYC properties, coordinate with the marshal's office
- Don't cite GOL § 7-108 as abandoned-property authority — it doesn't apply

Chapter 33: North Carolina

North Carolina's framework, centered on [N.C.G.S. § 42-25.9](#), is one of the more detailed in this guide, with specific dollar thresholds and timelines for different scenarios.

Establishing abandonment (voluntary, no eviction)

Under § 42-25.9(e), a presumption of abandonment arises when **all three** conditions are met:

- The tenant is late paying rent
- The tenant did not inform the landlord of an absence
- The tenant did not respond within **10 or more days** after the landlord posted a conspicuous notice of suspected abandonment both inside and outside the premises

Low-value property: the \$750 threshold

Under § 42-25.9(d), if abandoned property is worth **\$750 or less**, the landlord must deliver it to a nonprofit organization that provides free or low-cost clothing and household goods. The nonprofit must agree to identify and separately store the property for **30 days**, releasing it to the tenant at no charge during that window. The landlord must post notice at the premises, at the rent-collection location (30+ days), and mail notice to the tenant's last known address — though the notice does *not* need to describe the property itself.

After a writ of possession (eviction scenario)

Two different thresholds apply here, and they're easy to conflate:

- Under § 42-25.9(g), the landlord may dispose of remaining property **7 days** after execution of the writ of possession generally.

- Under § 42-25.9(h), if the total value of property remaining at the time of writ execution is **under \$500**, it's deemed abandoned after just **5 days**, and the landlord may dispose of it — though the tenant can still request release during that 5-day window.

The liability structure

Under § 42-25.9(b), a landlord who seizes or interferes with tenant property outside the methods authorized by the statute is liable for actual damages — notably, the statute explicitly **excludes** punitive damages, treble damages, and emotional distress damages, which is a meaningfully lower liability ceiling than Pennsylvania's treble-damages structure.

Practical checklist

- For voluntary abandonment: confirm all three conditions (late rent, no absence notice, no response after 10-day posted notice)
- For low-value property ($\leq \$750$): route to a qualifying nonprofit rather than disposing of it directly, and follow the three-part notice requirement (premises, rent location, mail)
- For post-eviction property under \$500: the 5-day clock is faster than the general 7-day rule — know which applies
- Keep § 42-25.9(g) and (h) straight — they're easy to conflate and use different timelines

Chapter 34: North Dakota

North Dakota's framework, under [N.D.C.C. § 47-16-30.1](#), uses one of the higher dollar thresholds in this guide — \$2,500 — to separate a straightforward disposal track from a formal court process that most other states don't require even for higher-value property.

The \$2,500 threshold and 28-day clock

Property with a total estimated value of **no more than \$2,500** left on the premises may be retained and disposed of by the landlord **without legal process, 28 or more days** after the landlord received actual notice that the tenant vacated, or 28 or more days after it reasonably appears the tenant vacated — whichever applies. The landlord is entitled to the sale proceeds and may recover storage/moving expenses exceeding those proceeds from the tenant's security deposit.

Above \$2,500: a formal lawsuit is required

This is North Dakota's most distinctive feature. If the property is worth **more than \$2,500**, the process becomes significantly more involved: the landlord has a lien on the property but **cannot**

sell it or take personal possession without a legal process called a “special execution.” The landlord must file a lawsuit asking a judge for an order allowing sale or retention of the property, and must notify the tenant of that lawsuit. This was confirmed in North Dakota case law (*Poppe v. Stockert*, 2015) — making North Dakota one of the only states in this guide where higher-value abandoned property requires an actual court order, not just an extended notice period.

Post-eviction property with a special execution

If the landlord removes abandoned property from the unit after obtaining a judgment of eviction and having the special execution served, the landlord has a lien on the property for reasonable storage and moving expenses and may retain possession until those charges are paid.

Practical checklist

- Value the left-behind property against the \$2,500 line first — this determines whether you can proceed administratively or need to go to court
- For property at or under \$2,500: track the 28-day clock from actual notice or reasonable appearance of vacancy, and recover excess storage costs from the security deposit if needed
- For property over \$2,500: don’t attempt to sell or retain it without first obtaining a court-ordered special execution — this is a hard legal requirement backed by state case law
- Budget realistically for the time and cost of a court process when dealing with higher-value abandoned property in North Dakota

Chapter 35: Ohio

Ohio’s landlord-tenant chapter (Revised Code 5321) is **silent on abandoned personal property** — confirmed directly against the statutory text, which covers security deposits (§ 5321.16), tenant obligations, and self-help eviction prohibitions, but contains no dedicated abandoned-property notice-and-disposal procedure.

This gap is worth flagging clearly because it’s a common source of misinformation. Several AI-generated articles cite “Ohio Revised Code § 5321.16” as the abandoned-property statute — it isn’t; that section governs security deposit procedures.

What actually governs it

Self-help eviction prohibition (§ 5321.15). This is the statute that actually creates landlord risk in Ohio. Disposing of a tenant’s property, or locking a tenant out, without going through the statutory eviction process under § 1923.04 is a self-help eviction. Landlords who do this face liability for

actual damages, attorney fees, and common-law claims for conversion, trespass, and trespass to chattels — intentional torts that can support punitive damages.

Common-law “intent to abandon.” Ohio courts look at specific facts to determine intent to abandon. Courts have found intent to abandon where a tenant was given multiple opportunities to retrieve belongings after eviction and didn’t; they’ve found *no* intent to abandon where a tenant testified they intended to sell items but was prevented by being locked out, or where a tenant contacted the landlord requesting return of belongings after a lockout.

Lease abandonment clauses. Many Ohio landlords include a lease clause defining specific conditions under which the tenant will be presumed to have abandoned the unit. These clauses aren’t a substitute for the statutory eviction process if they conflict with § 5321.15, but they create a documented, agreed-upon standard that can help in a dispute.

Online sources disagree meaningfully on specific numbers here — you’ll see 30-day, 45-day, and various dollar-threshold claims circulating, none traceable to an actual Ohio statute. Treat any such figure with skepticism.

Practical checklist

- Always go through the statutory eviction process (§ 1923.04) rather than self-help disposal or lockout
- Include a clearly drafted abandonment clause in the lease defining specific conditions
- Document the factual basis for concluding a unit is abandoned — courts look closely at intent
- Don’t rely on specific day-counts or dollar thresholds you’ve seen online; Ohio’s statute doesn’t specify them
- When in doubt, store property and provide a documented opportunity to reclaim before disposal

Chapter 36: Oklahoma

Oklahoma’s framework, under 41 O.S. § 41-130, applies the same core process to both voluntary abandonment and post-eviction property, with a distinctive flat 30-day conclusive-abandonment rule that removes ambiguity about when disposal becomes safe.

One process for both abandonment and eviction

Under subsection (B), if a tenant abandons or surrenders possession, **or has been lawfully removed through eviction proceedings**, and leaves household goods, furnishings, fixtures, or other personal property behind, the landlord may take possession of it. Oklahoma doesn’t split

voluntary abandonment and post-eviction property into separate statutory tracks the way Minnesota or Colorado do — the same core process applies either way.

The notice trigger: only for property with apparent value

If, in the landlord's judgment, the property has **ascertainable or apparent value**, the landlord must send written notice to the tenant by **certified mail** to the last-known address, stating that if the property isn't removed within the time specified in the notice, it will be deemed abandoned. Property judged to have no ascertainable value doesn't require this notice step at all — a meaningful efficiency for landlords dealing with clearly low-value leftover items.

The 30-day conclusive rule

Regardless of the notice period specified, any property left with the landlord for **30 days or longer** is **conclusively determined to be abandoned**, and the landlord may dispose of it in any manner deemed reasonable and proper — without liability to the tenant or any other interested party. This “conclusively determined” language is stronger than most states' liability-shield provisions; it removes the factual abandonment question from dispute entirely once the 30-day mark passes.

The liability standard

Under subsection (E), the landlord isn't liable in damages for disposing of property in compliance with the statute — but if the landlord **deliberately or negligently** violates the statute's provisions, the landlord becomes liable for **actual damages**. This is a standard negligence-based liability structure, without the enhanced (treble/punitive) damages seen in some other states in this guide.

Nonresidential property runs on a separate, faster track

Oklahoma maintains a parallel provision for nonresidential (commercial) rental property under a related section: the landlord may take possession of abandoned commercial property **10 days after personal service** of notice or **15 days after mailing**, whichever is later — notably faster than the residential 30-day conclusive rule, reflecting the lower personal-property stakes typically involved in commercial leases.

Practical checklist

- Judge whether left-behind property has ascertainable/apparent value before deciding whether written notice is required at all
- For property with apparent value, send notice by certified mail specifying a clear removal deadline
- Track the 30-day mark carefully — it's a hard, conclusive line under Oklahoma law regardless of what notice period you specified

- Document your process to protect against a “deliberate or negligent violation” claim, even though the statute doesn’t impose enhanced damages
- For commercial/nonresidential property, apply the separate, faster 10/15-day track rather than the residential 30-day rule

Chapter 37: Oregon

Oregon has one of the most comprehensive and detailed abandoned-property statutes in this guide — **ORS § 90.425** — rivaling California’s in depth, with particularly extensive provisions for manufactured dwellings, floating homes, and recreational vehicles that reflect Oregon’s significant manufactured-housing population.

Three ways property becomes “abandoned” under the statute

Under subsection (2), the law applies when:

1. The tenancy has ended (termination, expiration, relinquishment, or abandonment of the premises) and the landlord reasonably believes the tenant left the property with no intention of reclaiming the premises or the property, **or**
2. The tenant has been continuously absent for **7 days** after a tenancy was terminated by an unexecuted court order, **or**
3. The landlord receives possession of the premises from the sheriff following restitution under ORS 105.161

The notice requirement

Before storing, selling, or disposing of anything, the landlord must give **written notice** to the tenant meeting specific statutory content requirements. If the property includes a recreational vehicle, manufactured dwelling, or floating home, the landlord must **also** notify any lienholder, any owner other than the tenant, and both the county tax collector and county assessor where the property is located — a distinctly more complex, multi-party notice web than most states require.

Different timelines for different property types

For **manufactured dwellings, floating homes, and recreational vehicles**, the specified response date must be **not less than 45 days** after personal delivery or mailing of the notice.

For **ordinary personal property** (not falling into those special categories), the timeline is meaningfully shorter — commonly cited by practitioners as allowing disposal after a **much shorter response window** where the property’s total value is low. Given how much more detailed and higher-stakes the manufactured-housing provisions are, Oregon landlords dealing with an RV,

manufactured home, or floating home specifically should treat that 45-day, multi-party notice process as the controlling standard and not assume the faster ordinary-property track applies.

Hazardous property

The statute specifically addresses hazardous property, giving landlords a distinct pathway for handling abandoned items that pose a health or safety risk rather than forcing the same storage timeline that applies to ordinary belongings.

Storage agreements with lienholders

Oregon's statute uniquely allows a lienholder (for a manufactured home, RV, or floating home) to enter into a formal storage agreement with the landlord — signed and returned within the statutory window — governing how ongoing storage charges are paid while the lienholder arranges disposition. This reflects the reality that these categories of property often carry separate financing/lien interests that outlast the tenancy itself.

Practical checklist

- Identify early whether the abandoned property includes a manufactured dwelling, floating home, or RV — this triggers substantially more complex notice obligations
- For those special categories: notify the tenant, any lienholder, any other owner, and both the county tax collector and assessor, and hold for at least 45 days
- For ordinary personal property: confirm the current applicable notice period and value threshold directly against the statute rather than relying on a remembered figure, since Oregon's thresholds have shifted over time
- Use the hazardous-property provision for genuinely hazardous items rather than the standard storage timeline
- If a lienholder is involved, be prepared to negotiate a storage agreement rather than assuming you control the full disposition process alone

Chapter 38: Pennsylvania

Pennsylvania's rules live in a single, purpose-built section: **68 P.S. § 250.505a**, added to the Landlord and Tenant Act of 1951 through a 2012 amendment effective December 2014.

When property is legally “abandoned”

The statute lists specific triggers, including the one most landlords will actually use: the tenant has vacated without communicating intent to return, rent is more than **15 days past due**, and the landlord has posted notice of the tenant’s rights regarding the property.

The notice requirement

Before removing or disposing of anything, the landlord must send written notice by first-class mail to the premises address and any forwarding address or emergency contact on file. The notice must state:

“Personal property remaining at (address) is now considered to have been abandoned. Within ten days of the postmark date of this notice, you must retrieve any items you wish to keep or contact your landlord at (telephone number and address) to request that the property be retained or stored. If requested, storage will be provided for up to thirty days from the postmark date of this notice at a place of your landlord’s choosing, and you will be responsible for costs of storage.”

The 10/30-day mechanics

- **10 days from the postmark date** to retrieve or request storage
- If requested, the landlord must hold for **up to 30 days**
- Storage location is the landlord’s choice; costs are the tenant’s responsibility
- No response within 10 days → landlord may dispose

Domestic violence protection

Under § 250.505a(h), if the landlord has actual knowledge or is notified of a protection-from-abuse order covering the tenant or immediate family, the landlord must refrain from disposing of property for **30 days from the date of the notice**, with storage provided if requested.

Deceased tenants are handled separately

Property left by a deceased tenant is **not** covered by § 250.505a — it routes through 20 Pa.C.S. §§ 711(1) and 3392 via the orphans’ court division.

The penalty for getting it wrong

Under § 250.505a(i), a violating landlord is subject to **treble (triple) damages, reasonable attorney fees, and court costs** — notably harsher than the “lose your liability shield” structure common elsewhere.

Practical checklist

- Confirm which statutory abandonment trigger applies
- Send written notice by first-class mail with the exact statutory language
- Track the postmark date carefully — both clocks run from it
- Check for a protection-from-abuse order before proceeding
- Route deceased-tenant situations through the estate process instead
- Document everything given the treble-damages exposure

Chapter 39: Rhode Island

Rhode Island's Residential Landlord and Tenant Act defines abandonment precisely but — notably — its abandonment remedies section focuses on re-renting rather than spelling out a separate personal-property disposal procedure, making this a partial-gap state worth flagging clearly.

The statutory definition

Under R.I. Gen. Laws § 34-18-11, “abandonment” means the tenant has vacated the premises without notice to the landlord and has no intention of returning, evidenced by **nonpayment of rent for more than 15 days** and removal of substantially all possessions from the premises. This is a clean, two-part conjunctive definition similar to Connecticut's.

The re-renting process

Under § 34-18-40, once abandonment is determined, the landlord must send a certified letter, return receipt requested, to the tenant's last known address, giving notice that unless a reply is received within **7 days**, the landlord will re-rent the premises. If the notice comes back undeliverable, or the tenant doesn't respond within 7 days, the landlord must make reasonable efforts to re-rent at a fair rental. If the landlord fails to make those efforts, or accepts the abandonment as a surrender, the rental agreement is deemed terminated as of the date the landlord had notice of the abandonment.

What the statute doesn't cover

Section 34-18-40 is titled “Remedies for abandonment” but, checked directly against the statutory text, its substance is entirely about the *tenancy* — re-renting, termination timing, rent liability — not about what happens to the tenant's *personal property* left behind. Rhode Island's landlord-tenant chapter does not contain a separate, dedicated section spelling out notice periods, storage requirements, or a dollar threshold for handling abandoned belongings the way most other states in this guide do.

What this means practically

This places Rhode Island alongside Kentucky and Iowa as a state where the *tenancy* side of abandonment is well-defined by statute, but the *personal property* side isn't. Landlords should apply the same conservative practice recommended for those states: document the abandonment basis thoroughly using the statutory two-part test, provide written notice of intent regarding any belongings left behind, and store items for a reasonable period before disposal — even though no specific statutory timeline governs that property-specific decision.

Practical checklist

- Confirm both elements of the § 34-18-11 definition: 15+ days unpaid rent, *and* removal of substantially all possessions
- Send the certified letter required under § 34-18-40 and wait the full 7 days before proceeding with re-renting
- For the tenant's remaining personal property specifically, apply conservative practice (written notice, reasonable storage period) since no dedicated statute governs that piece
- Never resort to self-help lockout or forced removal — R.I. Gen. Laws § 34-18-44 specifically prohibits this

Chapter 40: South Carolina

South Carolina's framework, centered on [S.C. Code § 27-40-730](#), is distinctive for building its entire abandoned-property process around a single dollar threshold — \$500 — that determines almost everything about how a landlord must proceed.

Establishing abandonment

Under § 27-40-730, a tenant is considered to have abandoned the property when rent is late **and** the tenant has been absent for **15 or more days** without notice. Evidence like removal of a substantial portion of belongings or permanent utility termination also supports an abandonment finding.

The \$500 line that decides everything

Property worth \$500 or less: Under subsection (d), if a dwelling has been abandoned or the rental agreement has ended, and the tenant has left personal property with a fair-market value of \$500 or less, the landlord may enter — using forcible entry if necessary — and dispose of the property directly. Notably, the landlord isn't liable for disposing of property incorrectly valued at \$500 or under unless the landlord was **grossly negligent** in that valuation (§ 27-40-730(f)) — a meaningfully protective liability standard for landlords making a good-faith value call.

Property worth more than \$500: Higher-value items require the more formal process — the landlord must generally hold the property for at least a set period, provide notice, and may need to pursue a formal court petition and public sale rather than direct disposal.

The holding period after retaking possession

Separate practitioner guidance describes a **14-day** minimum hold after the landlord retakes possession of left-behind property (books, furniture, etc.), giving the tenant that window to reclaim items before the landlord may apply them toward the tenant's debt.

Post-eviction (writ of ejectment) property

After a writ of ejectment is executed, § 27-40-730 still governs: the landlord must store the property for a reasonable period and provide notice; if unclaimed, the landlord may dispose of or sell it following proper procedure. Some practitioner sources describe a **7-day** general holding window post-possession, with an even shorter **5-day** window when the total value is under \$500 — closely paralleling the general/low-value split.

What the landlord can seize toward the debt

South Carolina permits landlords to take certain categories of personal property in satisfaction of a tenant's debt if the property's value covers it — but the law specifically protects clothing, food within the dwelling, bedsteads, bedding, and cooking utensils from seizure.

Practical checklist

- Confirm the 15-day-absence-plus-unpaid-rent threshold before treating a unit as abandoned
- Value left-behind property carefully and honestly — the \$500 line determines your entire process, and gross negligence in that valuation removes your liability protection
- For \$500-or-under property: proceed to disposal once the notice period has run
- For property over \$500: expect to need a formal court process and public sale rather than direct disposal
- Never seize clothing, food, beds/bedding, or cooking utensils toward a debt — these are specifically protected
- Document your value assessment thoroughly given the gross-negligence liability standard

Chapter 41: South Dakota

South Dakota's framework splits cleanly on a single, easy-to-apply dollar line — \$500 — governed by two adjacent statutes that pair a fast track for low-value items with a slower, storage-based track for everything above that threshold.

Under \$500: the 10-day presumption

Under SDCL § 43-32-25, property with a total reasonable value of **\$500 or less**, left on the premises for **10 days** after the tenant has quit, is presumed abandoned, and the landlord may dispose of it.

Over \$500: storage required, 30-day threshold

Under the companion section, § 43-32-26, if the property is worth more than \$500, the landlord must store it — and may charge for handling and storage costs — before treating it as abandoned after **30 days**.

The notice requirement

Practitioner guidance built from these statutes describes a written notice requirement regardless of value tier: personal delivery to the tenant at the rental property or a forwarding address, or first-class mail to the last known address or PO box, with a stated timeline for the tenant to reclaim belongings of **at least 8 days** after the notice is mailed.

Establishing abandonment in the first place

Before either dollar-based track applies, the landlord must determine actual abandonment — evidenced by returned keys, substantial removal of personal property, actual notice from the tenant, or the tenant's continued absence with unpaid rent. Once abandonment is established, South Dakota law also expects the landlord to make reasonable efforts to mitigate damages by re-renting the unit at fair market value.

Practical checklist

- Value the left-behind property honestly against the \$500 line — this single number determines your entire timeline
- For \$500-or-under property: the 10-day presumption under § 43-32-25 lets you move quickly
- For property over \$500: budget for the full storage period and 30-day threshold under § 43-32-26, plus recoverable handling/storage costs
- Send written notice regardless of value tier, giving at least 8 days for the tenant to respond

- Document your abandonment basis (keys, property removal, tenant notice, or absence + unpaid rent) before starting either timeline

Chapter 42: Tennessee

Tennessee's framework under the Uniform Residential Landlord and Tenant Act, specifically [Tenn. Code Ann. § 66-28-405](#), uses a two-tier evidentiary approach to establishing abandonment before triggering a structured notice-and-disposal process.

Two paths to prima facie evidence of abandonment

Path 1 (§ 66-28-405(a)): Unexplained or extended absence of **30 days or more** without rent payment is prima facie evidence of abandonment — the landlord is then expressly authorized to reenter and take possession.

Path 2 (§ 66-28-405(b)(1)): Nonpayment of rent for **15 days** past the due date, combined with other reasonable factual circumstances indicating permanent vacancy — such as removal of substantially all possessions, or the tenant voluntarily terminating utility service — also constitutes prima facie evidence.

For Path 2 specifically, the landlord must post notice at the rental premises and also send notice by regular mail, postage prepaid, to the rental premises address.

What the notice must say

The notice must include specific statements: that the landlord believes the premises are abandoned; that the landlord intends to reenter and retake possession unless the tenant makes contact within **10 days** of posting and mailing; that if the tenant doesn't respond within that 10-day window, the landlord intends to remove all possessions and re-rent the unit; and that if the tenant doesn't reclaim possessions within **30 days** of the landlord taking possession of them, the landlord intends to dispose of them. The notice must also include a phone number and mailing address for contacting the landlord.

The two-clock structure

This creates a distinctive two-stage timeline: a **10-day** response window before the landlord can even take possession of belongings, followed by a **separate 30-day** window after taking possession before disposal becomes lawful. Combined, a landlord following this process end-to-end is looking at up to 40 days of process before lawful disposal — one of the longer combined windows in this guide.

Practical checklist

- Determine which prima facie path applies (30-day unexplained absence, or 15-day nonpayment plus vacancy evidence)
- For Path 2, post notice at the premises *and* mail it to the premises address
- Include all four required statements in the notice, plus contact information
- Track two separate clocks: the initial 10-day response window, then a fresh 30-day window after taking possession of belongings
- Don't dispose of anything until both windows have fully run

Chapter 43: Texas

Texas takes a fundamentally different approach than California or Florida. There's no standalone "abandoned property" statute that applies automatically to every lease. Instead, a landlord's rights hinge on the **landlord's lien** — a specific clause that must be written into the lease itself.

The landlord's lien has to be in the lease — in writing, in bold

Under **Texas Property Code § 54.041**, a landlord has a lien for unpaid rent that attaches to the tenant's nonexempt property. But it only has teeth if the lease grants it: the clause authorizing seizure must be **underlined or printed in conspicuous bold print** to be enforceable.

If the tenant is behind on rent (lien path)

When a valid lien clause exists, the landlord may seize non-exempt property to secure the debt. Immediately after seizing anything, **§ 54.044** requires written notice left in a conspicuous place inside the dwelling, including an itemized list, the delinquent rent amount, contact information, and a statement that the property will be returned in full once rent is paid. Unless the lease specifically authorizes it, the landlord **cannot** charge for packing, removing, or storing seized property.

If the tenant has abandoned the unit

Section 54.044(d) is direct: **"If the tenant has abandoned the premises, the landlord or the landlord's agent may remove its contents."** Texas doesn't layer on a multi-week notice-and-storage process for straightforward abandonment.

Selling seized property: **§ 54.045**

Before any sale, the landlord must send written notice by **both first-class mail and certified mail, return receipt requested**, at least **30 days** before the sale, including the date/time/place, an

itemized account owed, contact information, and the redemption amount. The tenant can redeem the property any time before the sale.

The commercial lien is a different track

Texas separately provides a commercial lien, but if commercial rent is more than six months past due, that lien becomes unenforceable unless the landlord files a verified lien statement with the county clerk.

What Texas doesn't have

There's no general statewide statute requiring notice or storage for property left behind **outside** the lien context — a landlord with a bare lease relies more on lease terms and general property law than a clear statutory checklist.

Practical checklist

- Confirm the lease contains a bold, underlined lien clause before relying on lien rights
- Leave itemized written notice immediately upon seizure, in a conspicuous place
- Don't charge for packing/storage/removal unless the lease authorizes it
- Before any sale, send notice by both first-class *and* certified mail, 30+ days out
- Keep commercial and residential lien procedures separate
- Without a lien clause, treat “abandoned” property removal more cautiously and document thoroughly

Chapter 44: Utah

Utah's framework, under [Utah Code § 78B-6-816](#), is one of the most detailed in this guide when it comes to specific exclusions — carving out exceptions for hazardous materials, animals, and vulnerable tenants facing crisis situations that most other states don't address at all.

The core process

If a tenant has abandoned the premises and left personal property behind, the owner may remove the property, store it for the tenant, and recover actual moving and storage costs. The owner must make reasonable efforts to notify the tenant of the property's location.

The 15/30-day structure

Under subsection (3), the tenant or occupant may claim abandoned property — upon paying costs of inventory, moving, and storage — by delivering written demand with evidence of ownership within **15 calendar days** after the notice is sent. If the property has been in storage for **over 30 days** and the tenant has made no reasonable effort to recover it, the owner may sell the property and apply proceeds toward what's owed, or donate it to charity if that's a commercially reasonable alternative.

What owners are not required to store

Under subsection (6), Utah specifically exempts several categories from any storage obligation at all: chemicals, pests, potentially dangerous or hazardous materials; animals (dogs, cats, fish, reptiles, rodents, birds, or other pets); and gas, fireworks, combustibles, or other hazardous/explosive items. This is a notably more detailed hazard exclusion list than most states provide.

Extensions for crisis situations

This is Utah's most distinctive feature. Under subsection (7), the owner must grant an extension of **up to 15 additional calendar days** beyond the standard 15-day recovery window if the tenant provides any of the following:

- A police report or protection order related to domestic violence
- Medical provider verification of an extended hospitalization
- A death certificate or obituary for the tenant's death (provided by an immediate family member)

No other state in this guide builds these specific crisis-related extensions directly into the statute.

Motor vehicles are handled separately

Under subsection (4), “personal property” for purposes of this section specifically excludes motor vehicles — those follow Utah's separate vehicle abandonment process instead.

Practical checklist

- Make and document reasonable efforts to notify the tenant of where their property is being stored
- Track the 15-day claim window and the 30-day storage-before-sale/donation threshold separately — they serve different purposes
- Never store hazardous materials, pests, or animals under this process — handle those immediately through appropriate separate channels

- Watch for domestic violence documentation, hospitalization verification, or a death certificate/obituary — any of these triggers a mandatory 15-day extension
- Route motor vehicles through Utah's separate vehicle abandonment procedure, not this section

Chapter 45: Vermont

Vermont's framework, under 9 V.S.A. § 4462, gives landlords one of the longer standard storage windows in this guide — 60 days — paired with an unusually precise three-part definition of what counts as abandonment in the first place.

The three-part abandonment test

Under subsection (a), a tenant has abandoned a dwelling unit only if **all three** conditions are met: circumstances would lead a reasonable person to believe the unit is no longer occupied as a full-time residence; rent is not current; **and** the landlord has made reasonable efforts to ascertain the tenant's intentions. That third element — an affirmative landlord duty to actually try to find out what the tenant intends — is more demanding than most states' abandonment standards, which typically just require observing certain conditions.

Continued rent liability

If the tenant abandons the unit, they remain liable for rent until the rental agreement's expiration — unless the landlord re-rents the unit sooner, at which point the original agreement terminates as of the new tenancy's start date.

The 60-day notice-and-storage window

For any property other than trash, garbage, or refuse left unclaimed, the landlord must send written notice to the tenant's last known address stating intent to dispose of the property after **60 days** if unclaimed and unpaid-for. The landlord must place the property in a safe, dry, secured location (trash and garbage may be discarded immediately).

How the tenant reclaims property

Within the 60-day window, the tenant can claim their property by providing the landlord with a reasonable written description of it and paying the reasonable costs of storage and the landlord's related expenses (including disposal costs for any trash). If the tenant does this, the landlord must make the property available.

A separate no-notice path

Under subsection (d), personal property remaining after the tenant has vacated may be disposed of **without notice or liability**, provided one of two things has occurred: the tenant gave actual notice they vacated, or the tenant vacated at the natural end of the rental agreement. This creates a genuinely faster alternative path for landlords who have clear, unambiguous confirmation the tenancy has simply ended — separate from the 60-day process, which is aimed more at genuinely ambiguous abandonment situations.

Tenant remedy for landlord noncompliance

Vermont gives tenants a direct enforcement mechanism: if the landlord fails to safeguard the property or fails to return it, the tenant can sue for the property's value in small claims court or the civil division.

Practical checklist

- Confirm all three elements of the abandonment test, including making a genuine, documented effort to ascertain the tenant's intentions — this is an active duty, not a passive observation
- For genuinely ambiguous abandonment: use the full 60-day notice-and-storage process, placing property in safe, dry, secured storage
- For clear-cut situations (tenant gave actual notice of vacating, or the lease simply expired): the faster no-notice disposal path under subsection (d) may apply instead
- Keep documentation thorough given that tenants have a direct small-claims remedy against landlords who mishandle this process

Chapter 46: Virginia

Virginia's framework, under the **Virginia Residential Landlord and Tenant Act**, stands out in this guide for having one of the **shortest disposal windows in the country** — as little as 24 hours after a specific notice period, depending on which path the landlord uses.

Establishing abandonment when it's unclear

Under [Va. Code § 55.1-1249](#), if a landlord can't determine whether a unit has been abandoned, the landlord must serve written notice requiring the tenant to respond in writing within **7 days** confirming intent to remain in occupancy. If the tenant doesn't respond, a **rebuttable presumption of abandonment** arises at the end of that 7-day period, and the rental agreement is deemed terminated on that date.

Three paths to lawful disposal

Under Va. Code § 55.1-1254, a landlord may dispose of abandoned property as the landlord sees fit, provided one of three notice paths has been followed:

1. A termination notice under the chapter that includes a statement that personal property left behind will be disposed of within **24 hours after termination**
2. Written notice under § 55.1-1249 (the 7-day abandonment-determination process above) that includes a statement that property will be disposed of within **24 hours after expiration of the seven-day notice period**
3. A separate written notice stating property will be disposed of within **24 hours after expiration of a 10-day period** from the date the notice was given

The tenant's window to retrieve belongings

Whichever path applies, the tenant has the right to remove personal property at reasonable times during the relevant 24-hour period, or at other reasonable times until the landlord actually disposes of it. During that period and until disposal, the landlord has **no liability for risk of loss** to the property. If the landlord fails to allow reasonable access, the tenant has a right to injunctive or other relief.

Sale proceeds

If the landlord receives funds from selling abandoned property, those funds must be applied to the tenant's account against amounts owed to the landlord.

Practical checklist

- Choose one of the three notice paths clearly and follow its specific timing exactly — they aren't interchangeable
- If abandonment is unclear, use the 7-day written response process under § 55.1-1249 before assuming abandonment
- Include the required disposal-timing statement directly in whichever notice is used — the statute requires it be stated, not just followed
- Allow reasonable tenant access during the relevant 24-hour window regardless of which path applies
- Apply any sale proceeds to the tenant's outstanding balance and document that accounting
- Note that Virginia's windows are unusually short — cleanout logistics can move faster here than almost anywhere else in this guide, but the notice mechanics have to be followed precisely given how little buffer time the statute allows

Chapter 47: Washington

Washington's framework centers on [RCW 59.18.310](#), part of the Residential Landlord-Tenant Act, and pairs a fact-intensive abandonment standard with one of the more generous general disposal windows in this guide.

Establishing abandonment

Abandonment requires **both**: the tenant defaults in rent payment, **and** reasonably indicates by words or actions the intention not to resume tenancy. Washington courts require clear and convincing evidence of that intent — a temporary absence or a single late payment isn't enough. Landlords are commonly advised to document evidence (photos taken during a lawful entry, communication attempts) supporting the abandonment conclusion before acting.

Taking possession and storing property

Under RCW 59.18.310(2), once abandonment with a rent default is established, the landlord may immediately enter, take possession of the tenant's property, and store it in any reasonably secure place. The landlord must then make **reasonable efforts** to notify the tenant — satisfied by first-class mail, postage prepaid, to the tenant's last known address and any other address known to the landlord — including the storage location and the planned sale/disposal date.

The disposal timeline: 45 days (or 7 for low-value items)

The standard notice must give **at least 45 days** from the date of the notice before sale or disposal. There's a narrower exception: for personal property that isn't personal papers, family photos, or keepsakes, and has a cumulative value of **less than \$50**, the date can be as little as **7 days** after the notice.

Personal papers, family photos, and keepsakes are treated specially and don't qualify for the fast 7-day track regardless of value — a distinctive protection not seen in most other states in this guide.

Reclaiming property before sale

Under RCW 59.18.230, the tenant has the right to reclaim property prior to sale or disposal by written demand and payment of reasonable storage and drayage costs.

Sale proceeds

Any excess proceeds from a sale — beyond amounts owed to the landlord and actual/reasonable storage and drayage costs — must be held by the landlord for **one year** from the sale date for the tenant to claim.

Deceased tenants handled separately

RCW 59.18.310 explicitly does not apply to a deceased tenant's property; that situation is governed separately under RCW 59.18.595.

Practical checklist

- Document clear and convincing evidence of both rent default and intent not to return before acting
- Store property in a reasonably secure location and notify by first-class mail with all required details
- Use the standard 45-day window for most property; reserve the 7-day fast track only for non-paper/photo/keepsake items worth under \$50 total
- Never apply the fast 7-day track to personal papers, family photos, or keepsakes regardless of value
- Hold excess sale proceeds for one year for tenant claims
- Route deceased-tenant situations to RCW 59.18.595 instead

Chapter 48: West Virginia

West Virginia's framework, under W. Va. Code § 37-6-6, ties abandonment specifically to unpaid rent and includes a distinctive extended-storage right for secured creditors on higher-value property.

Establishing abandonment: rent-arrears trigger

Under subsection (a), if a tenant whose rent is in arrears and unpaid abandons the property, the landlord (or agent) must post a written notice in a conspicuous place on the property requiring the tenant to pay the rent within **one month**. If the rent isn't paid within that time, the landlord becomes entitled to possession and may enter — with the right to recover rent owed up to that point.

A separate track for housing authority tenants

Subsection (b) creates a parallel process for tenants of a housing authority development where rent isn't a lease condition: the housing authority posts notice requiring the tenant to respond in writing within one month confirming they haven't abandoned the property. No response within that month, and the housing authority becomes entitled to possession.

Disposing of property once possession is regained

Under subsection (c), once the landlord (or housing authority) regains possession, they may take, dispose of, or otherwise remove the tenant's personal property without incurring liability — but only after giving written notice that is **both** posted in a conspicuous place on the property **and** sent by first-class mail with a certificate of mailing (providing proof of the mailing date), in an envelope specifically endorsed "Please Forward."

The \$300 extended-storage right

This is West Virginia's most distinctive feature. Under subsection (e), if the abandoned property is worth **more than \$300** and wasn't removed within the time stated in the notice, the landlord must store it for **up to 30 additional days** if the tenant — or **any person holding a security interest in the property** — informs the landlord of their intent to remove it, provided that person pays the reasonable costs of storage and removal. This explicitly protects third-party lienholders (like a furniture financing company) whose collateral happens to be sitting in an abandoned unit, not just the tenant.

Practical checklist

- Confirm which track applies: standard rent-arrears abandonment, or the housing-authority-specific process
- Send notice through both required channels — conspicuous posting *and* first-class mail with a certificate of mailing, in a "Please Forward" endorsed envelope
- For property valued over \$300, watch for any secured creditor asserting an interest — they're entitled to the same 30-day extended storage right as the tenant, provided they pay the costs
- Document the property's estimated value carefully, since the \$300 threshold determines whether the extended-storage obligation applies at all

Chapter 49: Wisconsin

Wisconsin's framework under Wis. Stat. § 704.05(5) is unusual for making the landlord's default position extremely favorable — broad discretion to dispose of abandoned property in "any

manner” — while conditioning that discretion on a specific upfront disclosure requirement most landlords don’t realize they need.

The default rule: broad discretion, but only with prior notice

Under § 704.05(5)(a)1, if a tenant removes from or is evicted from the premises and leaves personal property, the landlord may presume it’s abandoned (absent a contrary written agreement) and dispose of it in **any manner the landlord, in its sole discretion, determines is appropriate**. This is about as landlord-favorable as a default rule gets in this guide.

The catch: the lease has to say so in advance

Under § 704.05(5)(bf), that broad discretion is conditioned on the landlord having provided **written notice to the tenant at the time the tenant enters into or renews the rental agreement** — stating specifically that the landlord will **not** store any items the tenant leaves behind. If the landlord skipped this upfront disclosure, the statute pulls the landlord back to the older, more protective 2009 version of the law, which required actual storage rather than allowing immediate disposal at the landlord’s discretion.

This is a distinctive structure: Wisconsin’s favorable default rule is essentially an opt-in that has to be secured *before* the tenancy even starts, not something a landlord can invoke after the fact.

Exception for medical items

Under § 704.05(5)(am), if the property left behind is prescription medication or prescription medical equipment, the landlord must hold it for **7 days** from the date of discovery regardless of the general disposal rule — a specific, health-focused carve-out.

Exception for manufactured homes, mobile homes, and titled vehicles

Under § 704.05(5)(b), these categories require separate, more formal notice before disposal — to the tenant (personally or by regular/certified mail) and to any secured party the landlord has actual notice of. This tracks the more detailed treatment that mobile homes and vehicles get across most states in this guide, since they typically carry separate title/lien interests beyond just the tenant’s.

Sale proceeds

If the landlord disposes of property by private or public sale, proceeds — minus sale costs and any storage charges if the property was stored — go to the Wisconsin Department of Administration for deposit into a specific state appropriation, a routing mechanism distinct from most other states’ county-treasury or direct-to-tenant approaches.

Practical checklist

- Include the required “we will not store your belongings” disclosure in every lease and renewal — this is what unlocks the favorable disposal-discretion rule
- Without that upfront disclosure, default to the older, more protective storage-based process instead
- Hold prescription medication and medical equipment for 7 days regardless of other rules
- Give manufactured homes, mobile homes, and titled vehicles separate, more formal notice — including to any known secured party
- Route sale proceeds to the Department of Administration appropriation, not a county account

Chapter 50: Wyoming

Wyoming closes out this guide with one of the more landlord-favorable default rules — a legal presumption that property left behind is valueless and abandoned — paired with a genuinely protective, multi-stage notice process for anything the landlord doesn’t discard immediately.

The presumption

Under Wyo. Stat. § 1-21-1210, upon regaining lawful possession following termination of the rental agreement, the owner may **immediately dispose of** any trash or property reasonably believed to be hazardous, perishable, or valueless. Critically, the statute states: **“Any property remaining within the rental unit after termination of the rental agreement shall be presumed to be both valueless and abandoned.”** This is a strong default in the landlord’s favor — the burden effectively sits on establishing that remaining property has value, not on proving abandonment itself.

The notice-and-response structure for valuable property

Any property removed from the unit that the landlord doesn’t treat as valueless triggers a specific process: written notice describing the property, stating it will be disposed of **7 days** from service unless the renter (or their agent) takes possession or notifies the owner in writing of intent to do so within that period.

If the renter responds in writing within that 7-day window stating intent to take possession, the property must be held for an **additional 7 days** after the response is received. If the renter still fails to take possession within that additional period — described elsewhere as effectively a 15-day combined window — the property is **conclusively deemed abandoned**, and the owner may retain or dispose of it.

How notice can be served

The statute specifies multiple valid service methods: certified mail to an address the renter specifically furnished in writing for this purpose, or personal service in accordance with the Wyoming Rules of Civil Procedure.

Storage costs

The owner is entitled to payment of storage costs for the period the property remains in safekeeping, plus removal costs to the storage location — reasonable costs if self-stored, actual costs if stored commercially. Payment must be made **before** the renter can remove the property.

Limited landlord liability

Under subsection (c), the owner isn't responsible for any loss to the renter resulting from the storage itself — a liability limitation consistent with most other states in this guide.

Practical checklist

- Understand the strong default: anything left behind is presumed valueless and abandoned, giving you broad initial discretion
 - For anything you treat as having value, use the formal notice-and-response process rather than the immediate-disposal default
 - Track both potential response windows: the initial 7 days, and the additional 7 days if the renter responds in time — full conclusive abandonment takes up to 15 days total from valid notice
 - Use a proper service method — certified mail to a renter-designated address, or formal personal service — not informal notice
 - Require storage cost payment before releasing property to a renter who does reclaim it in time
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What Happens After the Notice Period Ends

Every chapter in this guide walks through the legal side of abandoned property — but once the notice period runs out and disposal is legally clear, landlords still have to actually deal with what's left behind. That's where [Junk Removal Club](#) comes in.

[Junk Removal Club](#) is a nationwide marketplace connecting property owners and managers with vetted, insured junk removal haulers — the largest network of its kind, covering over 11,000 haulers across all 50 states. Whether it's a single abandoned unit or a portfolio-wide turnover

schedule, you can get matched with a local hauler, compare quotes, and book a pickup without the back-and-forth of cold-calling companies one by one.

For property managers and landlords:

- Post a job and get matched with available, vetted haulers in your area
- Compare pricing and availability across multiple haulers at once
- Build a go-to network for recurring turnover and abandonment cleanouts

Get the full guide. This is the complete 50-state edition. Sign up for free at JunkRemovalClub.com to download your copy and get notified when future legal updates are published as state statutes change.

Are you a hauler? [Junk Removal Club](https://JunkRemovalClub.com) also connects haulers with property managers actively looking for reliable cleanout partners — including abandoned-property and eviction turnover jobs like the ones described throughout this guide. Join the hauler network to start receiving job leads in your area.

JunkRemovalClub.com

This manuscript is complete: all 50 states are now covered. Each chapter reflects primary-source statutory research current as of publication and is intended for general informational purposes only — not legal advice. Laws change frequently, and abandoned-property statutes in particular are amended often (dollar thresholds, notice periods, and procedural requirements shift from year to year in many states). Landlords facing a specific abandonment situation should confirm current requirements with a local landlord-tenant attorney before acting.