

# STATE OF NEW YORK

8552

2025-2026 Regular Sessions

## IN ASSEMBLY

May 20, 2025

Introduced by M. of A. LAVINE -- read once and referred to the Committee on Judiciary

AN ACT to amend the lien law, in relation to the enforcement of liens on personal property at self-storage facilities

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section 182 of the lien law, as added by chapter 975 of the  
2 laws of 1983, the section heading and subdivisions 1, 2, 6 and 7 as  
3 amended by chapter 424 of the laws of 2019, is amended to read as  
4 follows:

5 § 182. Self-storage facilities; lien. 1. Definitions. As used in this  
6 article:

7 (a) "Self-storage facility" means any real property or a portion ther-  
8 eof that is designed and used for the purpose of occupying storage space  
9 by occupants who are to have access thereto for the purpose of storing  
10 and removing personal property. The owner of a self-storage facility  
11 shall not be deemed to be a warehouseman as defined in the uniform  
12 commercial code. Except as provided in paragraph (b) of this subdivi-  
13 sion, if an owner issues any warehouse receipt, bill of lading, or other  
14 document of title for the personal property stored, the owner and the  
15 occupant are subject to the provisions of the uniform commercial code  
16 and the provisions of this section shall not be applicable.

17 (b) "Owner" means a person, partnership or corporation which operates  
18 a self-storage facility, an agent, or any other person authorized by the  
19 owner to manage the facility or to receive storage fees from an occupant  
20 under an occupancy agreement. A warehouseman may be an owner to the  
21 extent that any part of the building is operated as a self-storage  
22 facility.

23 (c) "Occupant" means a person, entitled to the use of the storage  
24 space at a self-storage facility under a written occupancy agreement or  
25 [~~his~~] such person's successor or assignee, to the exclusion of others

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

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1 including the owner except as provided in this section or the occupancy  
2 agreement.

3 (d) "Occupancy agreement" means any written agreement, electronic or  
4 printed, that establishes or modifies the terms, conditions, rules or  
5 any other provisions concerning the use and occupancy of a self-storage  
6 facility and any one or more individual storage spaces therein.

7 (e) "Personal property" means movable property not affixed to land and  
8 includes, but is not limited to, goods, merchandise and household items.

9 (f) "Electronic mail" shall mean an electronic message or an execu-  
10 ble program or computer file that contains an image of a message that is  
11 transmitted between two or more computers or electronic terminals. Such  
12 term shall include electronic messages that are transmitted within or  
13 between computer networks.

14 (g) "Last known address" shall mean the street address, post office  
15 box address or electronic mail address provided by the occupant in the  
16 occupancy agreement, or a subsequent address provided by the occupant  
17 pursuant to the occupancy agreement.

18 (h) "Verified mail" shall mean any method of mailing that is offered  
19 by the United States Postal Service or a private delivery service that  
20 provides evidence of mailing including, but not limited to, a first  
21 class mailing with certificate of mailing.

22 (i) "Service member" means a member of the armed forces, a reserve  
23 branch of the armed forces, or the New York national guard.

24 2. Required disclosures. (a) The owner shall be required to provide  
25 prior to allowing occupancy a written occupancy agreement which shall be  
26 dated and signed by the occupant and the owner or [~~his~~] the owner's duly  
27 authorized agent, and be written or printed in a size equal to at least  
28 ten-point bold type and which shall set forth the following information:

29 (i) name and address of owner and occupant and electronic mail address  
30 of owner and occupant should the occupant choose to be contacted via  
31 electronic mail;

32 (ii) street address of self-storage facility where goods will be  
33 stored;

34 (iii) the actual monthly occupancy charge for the particular goods to  
35 be stored expressed in dollars;

36 (iv) an itemization of other charges imposed or which may be imposed  
37 in connection with the occupancy, a description of each such charge,  
38 whether the charge is mandatory or optional, and the amount of each  
39 charge expressed in dollars;

40 (v) a statement of any limitation of damages limiting the amount of  
41 the owner's liability in case of loss or damage of the goods setting  
42 forth a specific liability per room size or dollar amount beyond which  
43 the owner will not be liable; provided that if damages are so limited, a  
44 statement shall be included that such liability may on the written  
45 request of the occupant and if accepted in writing by the owner at the  
46 time of signing such occupancy agreement or within a reasonable time  
47 thereafter be increased on part or all of the goods stored, in which  
48 event increased rates may be charged based on such increased valuation.  
49 The rates charged for an increased valuation shall be set forth and a  
50 pre-addressed request form to enable the occupant to request an  
51 increased valuation shall be provided. No owner may exempt themselves  
52 from liability for damages for injury to person or property resulting  
53 from the negligence of such person, such person's agents or employees,  
54 except as hereinafter provided, any agreement so exempting such person  
55 shall be void. Damages for loss or injury to property may be  
56 limited by a provision in the storage agreement limiting the liabil-

1 ity in case of loss or damage by theft, fire or explosion and setting  
2 forth a specific liability per unit, which shall in no event be less  
3 than twenty thousand dollars, beyond which the owner shall not be  
4 liable; provided, however, that such liability may on request of  
5 the occupant be increased, in which event increased rates may be  
6 charged based on such increased liability; and

7 (vi) any other material terms and conditions of the occupancy trans-  
8 action.

9 (b) Every occupancy agreement as required by this section shall  
10 include the business address and telephone number to be used by the  
11 occupant in making inquiries concerning the occupancy transaction.

12 (c) Every occupancy agreement as required by this section shall  
13 contain the following conspicuous notices: (i) "Notice: The monthly  
14 occupancy charge and other charges stated in this agreement are the  
15 actual charges you must pay"; (ii) "Notice: You may choose to be  
16 contacted for legal matters related to late or lien notices, via elec-  
17 tronic mail by providing your electronic mail address in at least two  
18 locations within the occupancy agreement".

19 3. Unlawful detention of goods. It shall constitute an unlawful  
20 detention of goods for an owner to refuse to surrender goods stored by  
21 [~~him~~] such owner for an occupant upon payment by the occupant of the  
22 occupancy fees permitted by this section.

23 4. Private right of action. (a) Any occupant damaged by an unlawful  
24 detention of [~~his~~] the occupant's goods or any other violation of this  
25 section may bring an action for recovery of damages and the return of  
26 [~~his~~] the occupant's goods. Judgment may be entered in an amount not to  
27 exceed three times the actual damages plus reasonable attorneys fees.

28 (b) Nothing in this section shall be construed so as to nullify or  
29 impair any right or rights which a buyer may have against a seller at  
30 common law, by statute or otherwise.

31 5. Violation and penalties. Whenever there shall be a violation of  
32 this section, an application may be made by the attorney general in the  
33 name of the people of the state to a court or justice having jurisdic-  
34 tion by a special proceeding to issue an injunction, and upon notice to  
35 the defendant of not less than five days, to enjoin and restrain the  
36 continuance of such violations; and if it shall appear to the satisfac-  
37 tion of the court or justice that the defendant has, in fact, violated  
38 this section an injunction may be issued by such court or justice,  
39 enjoining and restraining any further violation, without requiring proof  
40 that any person has, in fact, been injured or damaged thereby. In any  
41 such proceeding, the court may make allowances to the attorney general  
42 as provided in paragraph six of subdivision (a) of section eighty-three  
43 hundred three of the civil practice law and rules, and direct restitu-  
44 tion. Whenever the court shall determine that a violation of this  
45 section has occurred, the court may impose a civil penalty of not more  
46 than one thousand dollars for each violation. In connection with any  
47 such proposed application, the attorney general is authorized to take  
48 proof and make a determination of the relevant facts and to issue  
49 subpoenas in accordance with the civil practice law and rules.

50 6. Lien. The owner of a self-storage facility has a lien upon all  
51 personal property stored at a self-storage facility for occupancy fees  
52 or other charges, present or future, in relation to the personal proper-  
53 ty and for expenses necessary for its preservation or expenses reason-  
54 ably incurred in its sale or other disposition pursuant to law and any  
55 other charges pursuant to the occupancy agreement. The lien provided for  
56 in this section is superior to any other lien or security interest. The

1 lien attaches as of the date the personal property is brought to the  
2 self-storage facility.

3 7. Enforcement of lien. (a) An owner's lien [~~may~~] must be enforced by  
4 public [~~or private~~] sale of the occupant's goods that remain in the  
5 self-storage facility, in block, or in parcel, at any time or place and  
6 on any terms which are commercially reasonable after notice to all  
7 persons known to claim an interest in the goods. The notice shall  
8 include an itemized statement of the amount due, the description of the  
9 property subject to the lien, the nature of the proposed sale, a demand  
10 for payment within a specified time not less than [~~thirty~~] forty-five  
11 days from mailing of the notice, or if the personal property is a motor  
12 vehicle or watercraft, as defined by the vehicle and traffic law, sixty  
13 days after mailing the notice, and a conspicuous statement that unless  
14 the claimant pays within that time the goods will be advertised for sale  
15 and sold at public [~~or private~~] sale in a commercially reasonable  
16 manner. A sale is commercially reasonable if the property is sold in  
17 conformity with the practices among dealers in the property sold or  
18 sellers of similar distressed property sales. The notice shall further  
19 include the time and place of any public [~~or private~~] sale and it shall  
20 state that any person claiming an interest in the goods is entitled to  
21 bring a proceeding hereunder within ten days of the service of the  
22 notice if [~~he~~] such person disputes the validity of the lien, or the  
23 amount claimed. The notice shall be personally delivered to the occu-  
24 pant, or sent by registered or certified mail to the occupant's last  
25 known address, or sent by verified mail and electronic mail to the occu-  
26 pant's last known address. Any notice made pursuant to this section and  
27 sent by verified mail shall be sent to the last known address provided  
28 by the occupant, pursuant to the occupancy agreement. Any notice made  
29 pursuant to this section and sent by electronic mail shall only be  
30 effective if: (i) the occupancy agreement states that the occupant has  
31 consented to receive late or lien notices by electronic mail; and (ii)  
32 the occupant has provided the occupant's electronic mail address in at  
33 least two locations within the occupancy agreement.

34 (b) Any notice given pursuant to this section is deemed delivered when  
35 it is: (i) properly addressed to the last known address, and (ii) either  
36 sent by registered, certified or verified mail and evidence of mailing  
37 is received, or sent by electronic mail and either a non-automated  
38 response to the electronic mail is received or a receipt of delivery to  
39 the electronic mail is received.

40 (c) If an owner receives a notice with supporting evidence that a  
41 tenant is a service member and who is transferred or deployed on active  
42 duty for a period of one hundred eighty days or more, the owner shall  
43 not enforce an owner's lien until one hundred eighty days after the end  
44 of the tenant's overseas service.

45 (d) If an owner receives a notice with supporting evidence that a  
46 tenant has deceased, the owner shall not enforce a lien for one year or  
47 until the executor of the deceased is able to make payments, whichever  
48 shall be sooner.

49 8. Sale of property. (a) A sale of personal property may take place no  
50 sooner than forty-five days after default or, if the personal property  
51 is a motor vehicle or watercraft, no sooner than sixty days after  
52 default.

53 (b) After the expiration of the time given in the notice, the sale  
54 must be published once a week for two weeks consecutively in a newspaper  
55 of general circulation where the sale is to be held. The sale may take  
56 place no sooner than fifteen days after the first publication. If the

1 lien is satisfied before the second publication occurs, the second  
2 publication is waived. If there is no qualified newspaper where the sale  
3 is to be held, the advertisement may be posted on an independent,  
4 publicly accessible website that advertises self-storage lien sales or  
5 public notices. The advertisement must include a general description of  
6 the goods, the name of the person on whose account the goods are being  
7 held, and the time and place of the sale.

8 (c) A sale of the personal property must conform to the terms of the  
9 notification.

10 (d) A sale of the personal property must be public and must be either:

11 (i) held via an online auction; or

12 (ii) held at the storage facility, or at the nearest suitable place at  
13 which the personal property is held or stored.

14 (e) Owners shall require all bidders, including online bidders, to  
15 register and agree to the rules of the sale.

16 9. Access to certain items. (a) Prior to the sale of property, any  
17 occupant may remove from the self-storage facility personal papers, and  
18 health aids upon demand made to the owner;

19 (b) An occupant who provides a written attestation that the person  
20 making such request is a victim of domestic violence, as defined in  
21 section four hundred fifty-nine-a of the social services law may remove,  
22 in addition to the items provided in paragraph (a) of this subdivision,  
23 personal clothing of the occupant and the occupant's dependents and  
24 tools of the trade that are necessary for the livelihood of the occupant  
25 that has a market value not to exceed one hundred twenty-five dollars  
26 per item. An owner shall not require an occupant to provide any infor-  
27 mation other than what is required by this subdivision.

28 (c) The occupant shall present a list of the items and may remove the  
29 items during the facility's ordinary business hours prior to the sale  
30 authorized by this section. If the owner unjustifiably denies the occu-  
31 pant access for the purpose of removing the items specified in this  
32 subdivision, the occupant is entitled to request relief from the court  
33 for an order allowing access to the storage space for removal of the  
34 specified items. The self-service storage facility is liable to the  
35 occupant for the costs, disbursements, and attorney fees expended by the  
36 occupant to obtain this order.

37 10. Pricing. The fact that a better price could have been obtained by  
38 a sale at a different time or in a different method from that selected  
39 by the owner is not of itself sufficient to establish that the sale was  
40 not made in a commercially reasonable manner. If the owner either sells  
41 the goods in the usual manner in any recognized market therefor, or if  
42 [he] the owner sells at the price current in such market at the time of  
43 [his] such sale, or if [he] the owner has otherwise sold in conformity  
44 with commercially reasonable practices among dealers in the type of  
45 goods sold, [he] the owner has sold in a commercially reasonable manner.  
46 A sale of more goods than apparently necessary to be offered to insure  
47 satisfaction of the obligation is not commercially reasonable except in  
48 cases covered by the preceding sentence.

49 [9-] 11. Surplus. A storage facility may satisfy its lien from the  
50 proceeds of any sale pursuant to this section, provided that the storage  
51 facility must hold any sum obtained from the sale that exceeds the  
52 amount sufficient to satisfy the lien and the reasonable expenses  
53 incurred complying with this section for delivery on demand to the occu-  
54 pant and give notice to the occupant of the occupant's right to the  
55 funds. Any balance remaining unclaimed by the occupant for more than one

1 year after the sale of the goods must be deposited into the state  
2 unclaimed property funds account.

3 12. Special proceeding. The special proceeding may be brought in any  
4 court which would have jurisdiction to render a judgment for a sum equal  
5 to the amount of the lien. If the person shall show that the owner is  
6 not entitled to claim a lien in the goods, or that all or part of the  
7 amount claimed by the owner has not been properly charged to the account  
8 of such person, or, as the case may be, that all or part of such amount  
9 exceeds the fair and reasonable value of the services performed by the  
10 owner, the court shall direct the entry of judgment cancelling the lien  
11 or reducing the amount claimed thereunder accordingly. If the owner  
12 shall establish the validity of the lien, in whole or in part, the judg-  
13 ment shall fix the amount thereof, and shall provide that the sale may  
14 proceed upon the expiration of five days after service of a copy of the  
15 judgment together with notice of entry thereof upon the person, unless  
16 the goods are redeemed prior thereto. If the lien is cancelled, the  
17 judgment shall provide that, upon service of a copy of the judgment  
18 together with notice of entry thereof upon the owner, the person shall  
19 be entitled to possession of the property.

20 § 2. This act shall take effect on the first of January next succeed-  
21 ing the date upon which it shall have become a law. Effective imme-  
22 diately, the addition, amendment and/or repeal of any rule or regulation  
23 necessary for the implementation of this act on its effective date are  
24 authorized to be made and completed on or before such effective date.