

STATE OF NEW YORK

8552--A

2025-2026 Regular Sessions

IN ASSEMBLY

May 20, 2025

Introduced by M. of A. LAVINE -- read once and referred to the Committee on Judiciary -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

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

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

LBD07984-05-5

1 [~~his~~] such person's successor or assignee, to the exclusion of others
2 including the owner except as provided in this section or the occupancy
3 agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 in this section is superior to any other lien or security interest. The
2 lien attaches as of the date the personal property is brought to the
3 self-storage facility.

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

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

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

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

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

54 (b) After the expiration of the time given in the notice, the sale
55 must be published once a week for two weeks consecutively in a newspaper
56 of general circulation where the sale is to be held. The sale may take

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

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

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

12 (i) held via an online auction; or

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

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

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

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

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

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

50 [9-] 11. Surplus. A storage facility may satisfy its lien from the
51 proceeds of any sale pursuant to this section, provided that the storage
52 facility must hold any sum obtained from the sale that exceeds the
53 amount sufficient to satisfy the lien and the reasonable expenses
54 incurred complying with this section for delivery on demand to the occu-
55 pant and give notice to the occupant of the occupant's right to the
56 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.