

**Arkansas Statutes**

**Title 18. Property**

**Subtitle 2. Real Property**

**Chapter 16. Landlord and Tenant**

**Subchapter 4. Self-Service Storage Facilities**

*Current through Acts 2013, No. 1520*

**§ 18-16-401. Definitions**

As used in this subchapter:

- (1) "Default" means the failure to timely perform an obligation of a rental agreement;
- (2) "Electronic mail" means an electronic message, a file, data, or other information that is transmitted:
  - (A) Between two (2) or more computers, computer networks, or electronic terminals; or
  - (B) Within or between computer networks;
- (3) "Electronic mail address" means a destination commonly expressed as a string of characters to which electronic mail may be sent or delivered;
- (4) "Last known address" means the address or electronic mail address provided by the occupant in:
  - (A) The rental agreement; or
  - (B) A subsequent written notice of a change of address;
- (5) "Leased space" means individual storage space at a self-service storage facility that is rented to an occupant under a rental agreement;
- (6) "Net proceeds" means the proceeds from the sale authorized upon a default under this subchapter after deduction for:
  - (A) Expenses incurred by the operator to exercise its rights under this subchapter, including without limitation attorney's fees, auctioneers' fees, postage, and publication costs ;
  - (B) The debt owed by the occupant to the operator for leased space; and
  - (C) Charges related to preserving, assembling, advertising, and selling personal property under this subchapter;
- (7) "Occupant" means a person or entity entitled to the use of leased space at a self-service storage facility under a rental agreement;

(8)(A) "Operator" means:

- (i) The owner, operator, lessor, or sublessor of a self-service storage facility ;
- (ii) An agent of the owner operator, lessor, or sublessor of a self-service storage facility; or
- (iii) Any other person authorized to manage a self-service storage facility;

(B) "Operator" does not include a warehouseman, unless the operator issues a warehouse receipt, bill of lading, or other document of title for storing personal property ;

(9)(A) "Personal property" means movable property not affixed to land;

(B) "Personal property" includes without limitation goods, wares, merchandise, motor vehicles, watercraft, and household items and furnishings;

(10) "Rental agreement" means a written agreement that establishes or modifies the terms, conditions, or rules concerning the use and occupancy of a self-service storage facility; and

(11) "Self-service storage facility" means real property used for renting or leasing leased space in which an occupant stores and removes personal property on a self-service basis.

**§ 18-16-402. Operator's lien on stored property**

(a) The operator of a self-service storage facility has a lien on all personal property stored within each leased space for rent, labor, or other charges and for expenses reasonably incurred in its sale, as provided in this subchapter.

(b) The lien provided for in this section attaches as of the date the personal property is brought to the self-service storage facility and shall be superior to any other lien or security interest except the following:

(1) A lien which is perfected and recorded in Arkansas in the name of the occupant, either in the county of the occupant's last known address or in the county where the self-service storage facility is located, prior to the date of the rental agreement;

(2) Any tax lien; and

(3) Any lienholder with a perfected security interest in the property.

(c) Nothing in this subchapter shall be construed to prohibit the occupant, operator, lienholder, or any other person or entity claiming an interest in the property stored in the leased space from applying to a court of competent jurisdiction to determine the validity of the lien or its priority.

**§ 18-16-403. Use for residential purposes**

(a) An operator may not knowingly permit a leased space at a self-service storage facility to be used for residential purposes.

(b) An occupant may not use a leased space for residential purposes.

**§ 18-16-404. Notice of lien**

The rental agreement shall contain a statement in bold type advising the occupant:

(1) Of the existence of the lien; and

(2) That property stored in the leased space may be sold to satisfy the lien if the occupant is in default.

**§ 18-16-405. Access to leased space - Care of property**

(a) If an occupant is in default, the operator may deny the occupant access to the leased space.

(b) (1) Unless the rental agreement specifically provides otherwise and until a lien sale under this subchapter, the exclusive care, custody, and control of all personal property stored in the leased self-service storage space remains vested in the occupant.

(2) Entry of the leased space by the operator for the purpose of complying with this subchapter shall not constitute conversion nor impose any responsibility for the care, custody, and control of any of the personal property stored.

**§ 18-16-406. Default - Right to sell property**

If the occupant is in default for a period of more than forty-five (45) days, the operator may enforce the lien by selling the property stored in the leased space at a public sale for cash.

**§ 18-16-407. *[Effective 90 days after sine die adjournment]* Sale procedure**

(a) Before conducting a sale under § 18-16-406, the operator shall:

(1)(A) Notify the occupant in writing of the default.

(B) Except as provided in subdivision (2)(D) of this section, notice shall be sent by first class mail with certificate of mailing to the occupant at the occupant's last known address .

(C) The notice shall include:

(i) A statement that the contents of the occupant's leased space are subject to the operator's lien;

(ii) A statement of the operator's claim, indicating the charges due on the date of the notice, the amount of any additional charges that shall become due before the date of sale, and the date the additional charges shall become due;

(iii) A demand for payment of the charges due within a specified time, not less than fourteen (14) days after the date that the notice is sent;

(iv) A statement that unless the claim is paid within the time stated, the contents of the occupant's space will be sold at a specified time and place;

(v) The name, street address, and telephone number of the operator or his or her designated agent whom the occupant may contact to respond to the notice; and

(vi) Designation of the date, time, and place where the contents will be sold unless the default is remedied before the sale .

(D) If an occupant provides an electronic mail address and gives permission to the storage facility to use the electronic mail address as a legal notification for the occupant's last known address, then the operator may use the electronic mail address to send the notice required by this subsection instead of sending the notice by first class mail with certificate of mailing

(2) Publish one (1) advertisement in a newspaper of general circulation in the county in which the storage facility is located at least seven (7) days before the sale; and

(3)(A) Contact the circuit clerk in the county where the personal property is stored to determine the name and address of any holder of liens or security interests in the personal property being sold.

(B)(i) The operator shall notify by first class mail with certificate of mailing each holder of a lien or security interest of the time and place of the proposed sale at least ten (10) days before conducting the sale.

(ii) The operator shall be required to notify the holder of a lien or security interest only if the lien or security interest is filed under the name of the occupant.

(b) At any time before a sale under this section, the occupant may pay the amount necessary to satisfy the operator's lien and redeem the occupant's personal property.

(c) The sale under this subchapter shall be held at the self-service storage facility where the personal property is stored.

(d) A purchaser in good faith of any personal property sold under this subchapter takes the property free and clear of any rights of:

(1) Persons against whom the lien was valid; and

(2) Other lienholders.

(e) If the operator complies with the provisions of this subchapter, the operator's liability:

(1) To the occupant shall be limited to the net proceeds received from the sale of the personal property; and

(2) To other lienholders shall be limited to the net proceeds received from the sale of any personal property covered by the other liens or the amount owed to such lienholders, whichever is less.

(f) The operator shall retain a copy of all notices and return receipts required by subsection (a) of this section for six (6) months following the date of the lien sale.

**§ 18-16-408. Disposition of sale proceeds**

(a) Proceeds from the sale shall be applied to satisfy the lien, and any surplus shall be disbursed as provided in subsection (b) of this section.

(b) If a sale is held under this subchapter, the operator shall:

(1) Satisfy the lien from the proceeds of the sale; and

(2) Hold the balance, if any, for delivery on demand to the occupant or any other recorded lienholders. If demand is not made within two (2) years after the date of the sale, the surplus shall escheat to the county.

**§ 18-16-409. Notices - Method of delivery**

(a) Unless otherwise specifically provided, all notices required by this subchapter shall be sent by first class mail with certificate of mailing.

(b) (1) Notices sent to the operator shall be sent to the self-service storage facility where the occupant's property is stored.

(2) Notices to the occupant shall be sent to the occupant at the occupant's last known address.

(3) Notices shall be deemed delivered when deposited with the United States Postal Service, properly addressed as provided in § 18-16-407(a) with postage prepaid.

**§ 18-16-411. [Effective 90 days after sine die adjournment] Conditions and limitations for imposing late fees**

(a) If the amount of a late fee and the conditions for imposing a late fee are stated in the rental agreement or in an addendum to the rental agreement, the operator may impose a late fee on the occupant for each month the occupant does not pay rent when due that does not exceed the greater of:

(1) Thirty dollars (\$30.00) per month; or

(2) Twenty percent (20%) of the amount of monthly rent.

(b) Expenses incurred as a result of rent collection or lien enforcement by an operator may be charged to the occupant in addition to the late fees permitted by this section.