

GENERAL LAWS OF MASSACHUSETTS

Part I. ADMINISTRATION OF THE GOVERNMENT

Title XV. REGULATION OF TRADE

Chapter 105A. SELF-SERVICE STORAGE FACILITIES

§ 105A:1. Definitions

As used in this chapter, the following words shall, unless the context clearly requires otherwise, have the following meanings:

"Self-service storage facility", any real property used for renting or leasing individual storage spaces in which the occupants themselves customarily store and remove their own personal property on a "self-service" basis.

"Rental agreement", any written agreement that establishes or modifies the terms, conditions, or rules concerning the use and occupancy of a self-service storage facility.

"Leased space", the individual storage space at the self-service facility which is rented to an occupant pursuant to a rental agreement.

"Occupant", a person, a sublessee, successor, or assign, entitled to the use of a leased space at a self-service storage facility under a rental agreement.

"Operator", the owner, operator, lessor or sublessor of a self-service storage facility, an agent or any other person authorized to manage the facility and shall not mean a warehouseman, unless the operator issues a warehouse receipt, bill of lading, or other document of title for the personal property stored.

"Personal property", movable property, not affixed to land, including but not limited to, goods, wares, merchandise, motor vehicles, watercraft, and household items and furnishings.

"Default", the failure to perform on time any obligation or duty set forth in the rental agreement.

"Last known address", that address provided by the occupant in the rental agreement or the address provided by the occupant in a subsequent written notice of a change of address.

§ 105A:2. Self-service storage facilities; rental agreements; residential use prohibited

The operator may only lease space in a self-service storage facility by entering into a rental agreement with an occupant.

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

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

§ 105A:3. Lien on personal property; contents of rental agreement

The operator of a self-service storage facility shall have a lien on all personal property stored within each leased space for rent, labor, insurance or other charges in relationship to the property and for expenses necessary for the preservation of the property or reasonably incurred in its sale pursuant to this chapter.

An operator shall lose such lien on any goods which such operator voluntarily delivers or which he unjustifiably refuses to deliver.

The rental agreement shall contain a statement, in bold type, advising the occupant: (a) that property stored in the leased space is not insured by the operator against loss or damage; (b) of the existence of the lien; and (c) that property stored in the leased space may be sold to satisfy the lien if the occupant is in default.

§ 105A:4. Enforcement of operator's lien

After default, an operator's lien may be enforced by selling the property stored in the leased space at a public or private sale, but only in accordance with the following procedure:

(1) No sooner than five days after such default, the occupant and all other persons known to claim an interest in the goods shall be notified by regular mail sent to the last known address of any person to be notified.

(2) No sooner than fourteen days after default, the occupant and all other persons known to claim an interest in the goods shall be notified by certified mail, return receipt requested, sent to the last known address of any person to be notified, or by hand delivery of said notification.

(3) The notification shall include: (a) a statement that the contents of the occupant's leased space are subject to the operator's lien; (b) a general description of the contents, if known, by the operator; (c) a statement of the operator's claim, indicating the charges due on the date of the notice, the amount of any additional charges which shall become due before the date of the sale, and the date such additional charges shall become due; (d) a demand for payment of the charges due within a specified time, not less than fourteen days after receipt of notification; (e) A statement that unless the claim is paid within the time stated, the contents of the occupant's space will be advertised for sale and sold at auction at a specified time and place; and (f) the name, street address, and telephone number of the operator, or his designated agent, whom the occupant may contact to respond to the notice.

(4) After the expiration of the time given in the notification, an advertisement of the sale must be published once a week for two consecutive weeks in a newspaper of general circulation in the city or town where the sale is to be held. The advertisement must include a description of the property, the name of the person on whose account they are being held, and the time and place of the sale. The sale must take place at least fifteen days after the first publication. If there is no newspaper of general circulation in the city or town where the sale is to be held, the advertisement must be posted at least ten days before the sale in not less than six conspicuous places in the neighborhood of the proposed sale.

(5) Before any sale pursuant to this section, any person claiming a right in the property may pay the amount necessary to satisfy the lien and the reasonable expenses incurred under this section. In such event, the property must not be sold, but must be released to the payor.

(6) The operator may buy at any public sale pursuant to this section.

(7) The sale shall be at the self-service storage facility where the personal property is stored or at the nearest suitable place.

(8) The sale must conform to the terms of the notification.

(9) A purchaser in good faith of goods sold to enforce an operator's lien takes the property free of any rights of persons against whom the lien was valid, despite noncompliance by the operator with the requirements of this section.

(10) The operator may satisfy his lien from the proceeds of any sale pursuant to this section but must hold the balance, if any, for release on demand to the occupant or to any person to whom he would have been bound to release the property.

(11) The rights provided by this section shall be in addition to all other rights allowed by law to a creditor against his debtor.

(12) The operator shall be liable for damages caused by failure to comply with the requirements for sale under this section and in case of willful violation shall be liable for conversion.

§ 105A:5. Default; access to leased space

If an occupant is in default for a period of five days or more, the operator may deny the occupant access to the leased space in a reasonable and peaceable manner; provided, however, that the occupant may have access at any time for the sole purpose of viewing the contents of his leased space in order to verify the contents therein.

§ 105A:6. Notices; delivery by mail

Unless otherwise specifically provided, all notices required by this chapter shall be sent by certified mail.

Notices sent to the operator shall be sent to the self-service storage facility where the occupant's property is stored. Notices to the occupant shall be sent to the occupant at the occupant's last known address.

Except in the case of certified mail, notices shall be deemed delivered when deposited with the United States Postal Service, properly addressed as provided in the second paragraph, with postage paid.

§ 105A:7. Exclusive care, custody and control of property vested in occupant

Except as otherwise provided herein or as stated in the rental agreement, the exclusive care, custody and control of all property stored in the leased self-service space shall vest in the occupant until a lien sale under the provisions of this chapter.

§ 105A:8. Violations by operator deemed unfair or deceptive acts or trade practices

Any violation by an operator of the provisions of this chapter shall be deemed unfair or deceptive acts or trade practices under the provisions of chapter ninety-three A.