

## **Rhode Island Statutes**

### Title 34. Property

#### Chapter 34-42. Self-Service Storage Facilities

Current through Public Law 33 of the 2014 Legislative Session

##### § 34-42-1. Short title

This chapter shall be known as the "Rhode Island Self-Service Storage Facility Act."

##### § 34-42-2. Definitions

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

- (1) "Abandoned lease space" means a leased space that the owner finds unlocked and empty, or a leased space in which possession and all rights to any personal property within it, have been surrendered to the owner by the occupant.
- (2) "Default" means the failure to perform on time any obligation set forth in the rental agreement or this chapter.
- (3) "Electronic mail" means an electronic message or executable program or computer file that contains an image of a message transmitted between two (2) or more computers or electronic terminals and includes electronic messages that are transmitted within or between computer networks from which a confirmation or receipt is received.
- (4) "Electronic mail address" means a destination commonly expressed as a string of characters, consisting of a unique user name or mailbox and a reference to an Internet domain, whether or not displayed, to which an electronic mail message can be sent or delivered.
- (5) "Last known address" means that address or electronic mail address provided by the occupant in the latest rental agreement or the address or electronic mail address provided by the occupant in a subsequent written notice of a change of address.
- (6) "Occupant" means a person, or his or her sublessee, successor, or assign, who is entitled to the use of the storage space at a self-service storage facility under a rental agreement, to the exclusion of others.
- (7) "Owner" means the proprietor, operator, lessor, or sublessor of a self-service storage facility, his or her agent, or any other person authorized by him or her to manage the facility or to receive rent from an occupant under a rental agreement. An owner is not a warehouseman, as defined in § 6A-7-102(1)(h) except that if an owner issues a warehouse receipt, bill of lading, or other document of title for the personal property sold, the owner is subject to the provisions of chapter 7 of title 6A, and the provisions of this chapter shall not apply.
- (8) "Personal property" means movable property not affixed to land and includes, but is not limited to, goods, wares, merchandise, motor vehicles, watercraft, motorcycles, trailers, recreational vehicles (RVs), furniture, and household items.

(9) "Rental agreement" means any written agreement or lease that establishes or modifies the terms, conditions, rules, or any other provisions concerning the use and occupancy of a self-service storage facility.

(10) "Self-service storage facility" means any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to the space for the purpose of storing and removing personal property. No occupant shall use a self-service storage facility for habitation or any other residential purposes.

(11) "Verified mail" means any method of mailing that is offered by the United States Postal service, or through electronic mail, that provides evidence of mailing.

#### § 34-42-3. Owner's lien

(a) The owner of a self-service storage facility and his or her heirs, executors, administrators, successors, and assigns shall have a lien on all personal property located at a self-service storage facility for rent, labor, insurance, or other valid charges, present or future, in relation to the personal property stored, and for expenses necessary for the preservation of the personal property or reasonably incurred in its sale pursuant to law. The lien attaches as of the date the personal property is stored in the self-service storage facility, and the rental agreement shall contain a conspicuous statement notifying the occupant of the existence of the lien.

(b) The owner loses its lien on any personal property that it voluntarily delivers or that it unjustifiably refuses to deliver.

#### § 34-42-4. Enforcement of owner's lien

(a) After default, an owner may deny an occupant access to the storage space, terminate the right of the occupant to use the storage space, enter the storage space and remove any personal property found therein to a place of safekeeping, and enforce its lien by selling the stored property at a public or private sale, in accordance with the following procedure:

(1) No sooner than five (5) days after default, but before the owner takes any action to enforce its lien, the occupant and all other persons known to claim an interest in the personal property stored shall be notified. The notice shall be delivered in person or by regular mail to the last known address of the person or persons to be notified, or by verified electronic mail, to the person or persons to be notified. This notice shall include the current balance due with a reminder to bring the past due balance current or risk the action of the owner to enforce the owner's lien.

(2) No sooner than fourteen (14) days after default, the occupant shall again be notified. The notice shall be delivered in person or sent by regular or verified electronic mail, to the person or persons to be notified. The notice shall include:

(i) A statement of the claim showing the sums due at the time of the notice;

(ii) A statement that, based on the default, the owner has the right to deny the occupant access to the leased space;

(iii) A general description of the personal property subject to the lien if known;

(iv) A demand for payment of the claim by a specified date not less than fourteen (14) days after mailing of the notice pursuant to subdivision (2);

(v) A conspicuous statement that unless the claim is paid by the specified date, the occupant's right to use the storage space will terminate, and the personal property will be advertised for sale or will be otherwise disposed of at a specified time and place; and

(vi) The name, street address, and telephone number of the owner who the occupant may contact to respond to the notice.

(3) If the owner is not able to obtain personal service on those persons entitled to notice or if the certified mail return receipt is not signed by the person to whom notice must be sent then the owner shall be required to give notice by publication once a week for three (3) successive weeks in a newspaper of general circulation in the city or town where the person to receive the notice was last known to reside.

(4) When notice is by publication, the notice does not have to include an itemized statement of the claim but only a statement as to the amount of money due or the time of the final notice, nor is a general description of the personal property subject to the lien required. The demand for payment of the claim by a specified date shall set forth a date no less than thirty (30) days after the date of the published notice.

(b) No sooner than one day after default, the owner may deny the occupant access to the leased space in a reasonable and peaceful manner.

(c) After expiration of the time given in the second (2nd) notice, if the claim has not been paid in full as demanded, the occupant's right to use the storage space terminates, and the owner may enter the storage space and remove any personal property found therein to a place of safekeeping.

(d) After expiration of the time given in the second (2nd) notice, if the claim has not been paid in full as demanded and the owner wishes to sell the personal property to satisfy its lien, an advertisement of the sale must be published once a week for two (2) consecutive weeks on a publicly accessible website identified in the rental agreement. The advertisement must include the name of the person on whose account it is being stored and the time and place of sale. The sale must take place no sooner than ten (10) days after the first publication.

(e) The sale shall be held at the self-service storage facility or the nearest suitable place and it shall conform to the terms of the notification.

(f) Before a sale of personal property, any person claiming a right to the personal property may pay the amount necessary to satisfy the lien and the reasonable expenses incurred by the owner to redeem the personal property. Upon receipt of this payment, the owner shall release the personal property to the payor and have no further liability to any person with respect to the personal property.

(g) The owner may buy at any sale of personal property pursuant to this section to enforce the owner's lien.

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

(i) The owner may satisfy its lien from the proceeds of any sale pursuant to this section but must hold the balance, if any, for delivery on demand to any person to whom it would have been bound to deliver the personal property. If the other party does not claim the balance of the proceeds within two (2) years of the date of the sale, it shall eschew to the state.

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

(k) The owner shall not be liable for identity theft or other harm resulting from the misuse of information contained within the contents of the occupant's storage space, which are sold or otherwise disposed of to satisfy the owner's lien.

(l) If the personal property in the leased space is a motor vehicle, watercraft, trailer, motorcycle, RV or any other titled vehicle, the owner may have it towed with no liability on its part.

#### § 34-42-5. Construction of chapter

Nothing in this chapter shall be construed to impair or affect the right of the parties to create additional rights, duties, and obligations in and by virtue of the rental agreement. The rights provided by this chapter shall be in addition to all other rights allowed by law to a creditor against a debtor.

#### § 34-42-6. Savings clause

All rental agreements entered into before June 28, 1985, and not extended or renewed after that date, and the rights, duties, and interests flowing from them shall remain valid and may be enforced or terminated in accordance with their terms or as permitted by any other provisions of the general or public laws.

#### § 34-42-7. Severability

If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the chapter, which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

#### § 34-42-8. Notification of local fire departments

(a) The owner of a self-service storage facility shall require each occupant to specifically identify, in writing, the amount, nature and composition of any flammable or hazardous material to be stored on the premises. The occupant shall notify the owner, in writing, within twenty-four (24) hours of the time when the flammable or hazardous materials are stored in the premises.

(b) Every occupant of any self-service storage facility shall notify the local fire department in writing of any flammable or hazardous material stored on the premises.

(c) Any person who violates the provisions of this section shall be fined up to one thousand dollars (\$1,000) per day, or imprisoned up to six (6) months, or both.

(d) This section shall be enforced by the city or town through its director of public safety and/or fire department and/or fire district in which the self-service storage facility is located. Nothing in this section shall be construed to preempt the duties and responsibilities under the Hazardous Waste Management Act, chapter 19.1 of title 23 as well as any municipal flammable storage ordinances.

#### § 34-42-9. Contents of rental agreement

(a) The rental agreement shall contain a conspicuous statement in bold type notifying the occupant of the following:

(1) That the property stored in the leased space is not insured by the owner against loss, theft or damage.

(2) The existence of the lien under this chapter.

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

(b) If the rental agreement contains a limit on the value of the property that can be stored in the leased space, the limit shall be deemed to be the maximum value of the property stored in said leased space.