

CS FOR HOUSE BILL NO. 97(L&C)

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-THIRD LEGISLATURE - FIRST SESSION

BY THE HOUSE LABOR AND COMMERCE COMMITTEE

Offered: 5/8/23

Referred: Judiciary

Sponsor(s): REPRESENTATIVE PRAX

A BILL

FOR AN ACT ENTITLED

1 **"An Act relating to self-storage facilities for personal property, including vehicles and**
2 **watercraft; distinguishing self-storage facility liens from another type of storage lien;**
3 **and excluding self-storage liens from the treatment of certain unclaimed property."**

4 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

5 * **Section 1.** AS 28.11.025 is amended by adding a new subsection to read:

6 (d) This section does not apply to a vehicle in a self-storage facility under
7 AS 34.35.600 - 34.35.670.

8 * **Sec. 2.** AS 34.35 is amended by adding a new section to article 5 to read:

9 **Sec. 34.35.227. Application.** AS 34.35.220 and 34.35.225 do not apply to a
10 self-storage facility under AS 34.35.600 - 34.35.670.

11 * **Sec. 3.** AS 34.35 is amended by adding new sections to read:

12 **Article 13A. Self-Storage Facilities.**

13 **Sec. 34.35.600. Self-storage facility liens; fees.** (a) A facility owner has a
14 storage lien on personal property stored under a rental agreement in a storage unit at

1 the self-storage facility for rent, labor, late fees, and other charges, and for expenses
 2 reasonably incurred in the sale or other disposition of the property under law.

3 (b) A facility owner may charge a reasonable late fee for each service period
 4 in which a unit renter fails to pay rent or a fee when due. A late fee is reasonable if the
 5 fee does not exceed the greater of

6 (1) \$20; or

7 (2) 20 percent of the monthly rent payment.

8 **Sec. 34.35.605. Priority of storage lien.** (a) Notwithstanding AS 28.10.371, if
 9 a vehicle is an item of the unit property, a storage lien is superior to a lien or
 10 encumbrance established under AS 28.10.371 - 28.10.401.

11 (b) A storage lien is superior to a security interest perfected under AS 45.29. A
 12 storage lien is superior to another lien or security lien, except a tax lien.

13 **Sec. 34.35.610. Attachment of storage lien; rental agreements.** (a) A storage
 14 lien attaches on the date on which property is placed in a storage unit.

15 (b) A rental agreement must contain a statement in bold type

16 (1) notifying the unit renter of the existence of the storage lien and of
 17 the method by which the facility owner may enforce the storage lien under
 18 AS 34.35.600 - 34.35.670; and

19 (2) requiring the unit renter to disclose any lienholders with an interest
 20 in property that will be stored in the storage unit.

21 **Sec. 34.35.615. Enforcement.** A facility owner may enforce a storage lien
 22 after a unit renter has been continuously in default for at least 10 days.

23 **Sec. 34.35.620. Denial of access; removal of unit property.** (a) After a
 24 default, a facility owner may

25 (1) deny the unit renter access to the storage unit;

26 (2) move the unit renter's unit property to another place for storage;

27 and

28 (3) if the unit property includes a vehicle or watercraft, tow or
 29 otherwise remove the vehicle or watercraft from the storage facility, or have the
 30 vehicle or watercraft towed or otherwise removed from the storage facility.

31 (b) A facility owner may not be held liable for damage incurred to a unit

1 renter's vehicle or watercraft after the facility owner removes the vehicle or watercraft
 2 from the storage facility under this section. Removal of unit property from a self-
 3 storage facility under this section releases the storage lien under AS 34.35.600.

4 **Sec. 34.35.625. Default notice.** (a) Before selling the unit property of a unit
 5 renter, a facility owner shall notify the unit renter and any other lienholder identified
 6 in the rental agreement that the unit renter is in default by electronic mail or first class
 7 mail sent to the most recent address provided by the unit renter in a rental agreement
 8 or subsequent written notice of change of address.

9 (b) At least 10 days after the notice of default required by (a) of this section is
 10 sent, hand deliver, send by electronic mail, send by certified mail, return receipt
 11 requested, or send by the United States Postal Service with a certificate of mailing a
 12 second notice of default to the most recent address provided by the unit renter in a
 13 rental agreement or subsequent written notice of change of address. The second notice
 14 of default must include

15 (1) a statement that the unit property of the unit renter is subject to a
 16 storage lien and that the unit renter has been or will be denied access to the property
 17 until the facility owner's claim is satisfied;

18 (2) the address of the self-storage facility, the name of the unit renter,
 19 and the number of the storage unit rented by the unit renter;

20 (3) a statement of the charges due, the date of default, and a demand
 21 for payment of the charges due by a specified date that is at least 20 days after the date
 22 the notice was sent;

23 (4) a statement in bold type providing that, unless the claim is paid by
 24 the date specified in the demand for payment, the unit property of the unit renter will
 25 be sold on or after a date specified in the notice; and

26 (5) the name, address, and telephone number of the facility owner or a
 27 designated agent the unit renter may contact to respond to the notice.

28 **Sec. 34.35.630. Authority to dispose of unit property.** If a unit renter does
 29 not cure a default and pay the amount due by the deadline specified in the notice
 30 required by AS 34.35.625, the facility owner may sell or dispose of unit property
 31 under AS 34.35.635.

1 **Sec. 34.35.635. Sale and disposal of unit property.** (a) A facility owner shall
2 hold a sale of unit property

3 (1) at the storage facility or, if the storage facility is not a suitable
4 location for the sale, at the nearest suitable location; or

5 (2) on a publicly accessible Internet website.

6 (b) A facility owner may dispose of property if the property was offered for
7 sale and did not receive a bid or offer.

8 **Sec. 34.35.640. Redemption by unit renter, vehicle owner, or vehicle**
9 **lienholder.** (a) Before a sale or disposal of a unit renter's unit property takes place
10 under AS 34.35.635, the unit renter may redeem the unit property by paying the
11 amount due. If the unit renter redeems the unit property, the facility owner shall
12 immediately return the unit property to the unit renter.

13 (b) If the vehicle owner of record or a lienholder listed on the vehicle title
14 pays the amount due before the facility owner sells or disposes of a vehicle under
15 AS 34.35.635, the facility owner shall transfer possession of the vehicle to that vehicle
16 owner or lienholder.

17 (c) If the facility owner returns unit property under (a) or (b) of this section,
18 the facility owner does not have any further liability with respect to the unit property.

19 **Sec. 34.35.645. Good faith purchasers.** A person who purchases unit property
20 in good faith and without notice of a noncompliance with AS 34.35.600 - 34.35.670 at
21 a sale held under AS 34.35.635 takes the unit property free of any rights of the unit
22 renter, the facility owner, and any lienholders, even if the facility owner has not
23 complied with AS 34.35.600 - 34.35.670.

24 **Sec. 34.35.650. Vehicle title.** If a vehicle is sold at a public sale held under
25 AS 34.35.635 and is titled under AS 28.10, the Department of Administration shall
26 transfer title to the vehicle to the purchaser who purchased the vehicle and who
27 requests the transfer.

28 **Sec. 34.35.655. Proceeds of sale.** If a sale is held, a facility owner may satisfy
29 a storage lien from the proceeds of the sale and shall hold the remaining balance, if
30 any, for delivery on demand to the unit renter or another recorded lienholder for a
31 period of three years from the date of sale. If unclaimed after three years, the funds

1 shall be considered abandoned under AS 34.45.110 and the facility owner shall remit
2 the funds to the Department of Revenue.

3 **Sec. 34.35.660. Limit on value of property stored.** If a rental agreement
4 specifies a limit on the value of property that a unit renter may store in the storage
5 unit, the limit specified in the rental agreement is considered to be the maximum value
6 of the unit renter's unit property stored in the storage unit.

7 **Sec. 34.35.665. Additional rights and obligations.** The provisions of
8 AS 34.35.600 - 34.35.670 do not prevent a rental agreement from containing other
9 rights, duties, and obligations that do not conflict with or arise from AS 34.35.600 -
10 34.35.670. The rights provided to a facility owner by AS 34.35.600 - 34.35.670 are in
11 addition to other rights provided by law to a creditor against a debtor.

12 **Sec. 34.35.670. Definitions.** In AS 34.35.600 - 34.35.670,

13 (1) "amount due" means the amount of the storage lien under
14 AS 34.35.600;

15 (2) "default" means a unit renter's failure to perform an obligation or
16 duty at the time and in the manner set out in the rental agreement or under this chapter;

17 (3) "electronic mail" means the transmission of information by use of a
18 computer or through other electronic means;

19 (4) "facility owner" means

20 (A) the owner, operator, lessor, or sublessor of a self-storage
21 facility;

22 (B) a person authorized by a person described in (A) of this
23 paragraph to receive rent from a unit renter under a rental agreement;

24 (5) "rental agreement" means a written agreement that establishes or
25 modifies the terms under which a person may use a storage unit at a self-storage
26 facility;

27 (6) "self-storage facility" means

28 (A) real property that

29 (i) is designed for and used as a rental space where a
30 person may store and retrieve property directly without going through
31 another person;

- (ii) may not be used for a person to live in;
- (B) does not include a warehouse subject to AS 45.07;
- (7) "storage lien" means a lien authorized under AS 34.35.600;
- (8) "storage unit" means the individual storage space at a self-storage facility that is rented to a person under a rental agreement;
- (9) "unit property" means the property, including goods, wares, merchandise, household items, vehicles, watercraft, and other items, stored in a storage unit;
- (10) "unit renter" means a person who is entitled to the use of a rented space in a self-storage facility under a rental agreement, or the sublessee, successor, or assignee of a facility owner;
- (11) "vehicle" has the meaning given in AS 28.90.990(a);
- (12) "watercraft" means a boat required to be registered under AS 05.25.055.

* **Sec. 4.** AS 34.45 is amended by adding a new section to article 1 to read:

Sec. 34.45.095. Application. AS 34.45.010 - 34.45.085 do not apply to a self-storage facility under AS 34.35.600 - 34.35.670.

* **Sec. 5.** The uncoded law of the State of Alaska is amended by adding a new section to read:

APPLICABILITY. This Act applies to rental agreements entered into on or after the effective date of this Act. In this section, "rental agreement" has the meaning given in AS 34.35.670, enacted by sec. 3 of this Act.