
SENATE BILL 5957

State of Washington

66th Legislature

2019 Regular Session

By Senator Carlyle

1 AN ACT Relating to strengthening consumer rights to personal
2 property stored in self-storage units; amending RCW 19.150.040,
3 19.150.050, 19.150.060, and 19.150.150; and creating a new section.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. **Sec. 1.** The legislature finds that, while federal
6 law has express protections for active duty service members of the
7 armed forces regarding the sale of personal property stored in self-
8 storage facilities, state law does not provide similar protections
9 for veterans, low-income individuals, or people going through life
10 transitions. These people are also in need of greater protection and
11 more flexibility before their personal property is sold. The
12 legislature intends to provide greater consumer protections by
13 lengthening the time between a late rent payment and the sale of
14 personal property and expressly capping late fees charged by self-
15 storage facilities.

16 **Sec. 2.** RCW 19.150.040 and 2015 c 13 s 2 are each amended to
17 read as follows:

18 (1) When any part of the rent or other charges due from an
19 occupant remains unpaid for (~~fourteen~~) twenty-eight consecutive
20 days, an owner may terminate the right of the occupant to the use of

1 the storage space at a self-service storage facility by sending a
2 preliminary lien notice to the occupant's last known address, and to
3 the alternative address specified in RCW 19.150.120(2), by first-
4 class mail, postage prepaid, or ((~~electronic mail~~ [email])) email
5 address, containing all of the following:

6 (a) An itemized statement of the owner's claim showing the sums
7 due at the time of the notice and the date when the sums become due.

8 (b) A statement that the occupant's right to use the storage
9 space will terminate on a specified date (not less than ((~~fourteen~~))
10 twenty-eight days after the notice is sent) unless all sums due and
11 to become due by that date are paid by the occupant prior to the
12 specified date.

13 (c) A notice that the occupant may be denied or continue to be
14 denied, as the case may be, access to the storage space after the
15 termination date if the sums are not paid, and that an owner's lien,
16 as provided for in RCW 19.150.020 may be imposed thereafter.

17 (d) The name, street address, and telephone number of the owner,
18 or his or her designated agent, whom the occupant may contact to
19 respond to the notice.

20 (2) The owner may not send by ((~~electronic mail~~ [email])) email
21 the notice required under this section to the occupant's last known
22 address or alternative address unless:

23 (a) The occupant expressly agrees to notice by ((~~electronic mail~~
24 [email])) email;

25 (b) The rental agreement executed by the occupant specifies in
26 bold type that notices will be given to the occupant by ((~~electronic~~
27 ~~mail~~ [email])) email;

28 (c) The owner provides the occupant with the ((~~electronic mail~~
29 [email])) email address from which notices will be sent and directs
30 the occupant to modify his or her email settings to allow
31 ((~~electronic mail~~ [email])) email from that address to avoid any
32 filtration systems; and

33 (d) The owner notifies the occupant of any change in the
34 ((~~electronic mail~~ [email])) email address from which notices will be
35 sent prior to the address change.

36 **Sec. 3.** RCW 19.150.050 and 1988 c 240 s 6 are each amended to
37 read as follows:

38 A notice in substantially the following form shall satisfy the
39 requirements of RCW 19.150.040:

"PRELIMINARY LIEN NOTICE

to (occupant)

(address)

(state)

You owe and have not paid rent and/or other charges for the use of storage (space number) at (name and address of self-service storage facility)

Charges that have been due for more than ((fourteen)) twenty-eight days and accruing on or before (date) are itemized as follows:

DUE DATE	DESCRIPTION	AMOUNT
		TOTAL \$_____

IF this sum is not paid in full before (date at least ((fourteen)) twenty-eight days from mailing), your right to use the storage space will terminate, you may be denied, or continue to be denied, access and an owner's lien on any stored property will be imposed. You may pay the sum due and contact the owner at:

(Name)

(Address)

(State)

(Telephone)

(Date)

(Owner's Signature)

"

Sec. 4. RCW 19.150.060 and 2016 sp.s. c 6 s 1 are each amended to read as follows:

(1) If a notice has been sent, as required by RCW 19.150.040, and the total sum due has not been paid as of the date specified in the preliminary lien notice, the lien proposed by this notice attaches as of that date and the owner may deny an occupant access to the space, enter the space, inventory the goods therein, and remove any property found therein to a place of safe keeping. The owner must provide the occupant a notice of final lien sale or final notice of disposition by personal service, verified mail, or email to the occupant's last known address and alternative address or email address. If the owner sends notice required under this section to the occupant's last known

1 email address and does not receive a reply or receipt of delivery,
2 the owner must send a second notice to the occupant's last known
3 postal address by verified mail. The notice required under this
4 section must state all of the following:

5 (a) That the occupant's right to use the storage space has
6 terminated and that the occupant no longer has access to the stored
7 property.

8 (b) That the stored property is subject to a lien, and the amount
9 of the lien accrued and to accrue prior to the date required to be
10 specified in (c) of this subsection.

11 (c) That all the property, other than personal papers and
12 personal photographs, may be sold to satisfy the lien after a
13 specified date which is not less than (~~fourteen~~) twenty-eight days
14 from the last date of sending of the final lien sale notice, or a
15 minimum of (~~forty-two~~) eighty-four days after the date when any
16 part of the rent or other charges due from the occupants remain
17 unpaid, whichever is later, unless the amount of the lien is paid.
18 The owner is not required to sell the personal property within a
19 maximum number of days of when the rent or other charges first became
20 due. If the total value of property in the storage space is less than
21 three hundred dollars, the owner may, instead of sale, dispose of the
22 property in any reasonable manner, subject to the restrictions of RCW
23 19.150.080(4). After the sale or other disposition pursuant to this
24 section has been completed, the owner shall provide an accounting of
25 the disposition of the proceeds of the sale or other disposition to
26 the occupant at the occupant's last known address and at the
27 alternative address.

28 (d) That any stored vehicles, watercraft, trailers, recreational
29 vehicles, or campers may be towed or removed from the self-service
30 storage facility in lieu of sale pursuant to RCW 19.150.160.

31 (e) That any excess proceeds of the sale or other disposition
32 under RCW 19.150.080(2) over the lien amount and reasonable costs of
33 sale will be retained by the owner and may be reclaimed by the
34 occupant, or claimed by another person, at any time for a period of
35 six months from the sale and that thereafter the proceeds will be
36 turned over to the state as abandoned property as provided in RCW
37 63.29.165.

38 (f) That any personal papers and personal photographs will be
39 retained by the owner and may be reclaimed by the occupant at any
40 time for a period of six months from the sale or other disposition of

1 property and that thereafter the owner may dispose of the personal
2 papers and photographs in a reasonable manner, subject to the
3 restrictions of RCW 19.150.080(3).

4 (g) That the occupant has no right to repurchase any property
5 sold at the lien sale.

6 (2) The owner may not send by email the notice required under
7 this section to the occupant's last known address or alternative
8 address unless:

9 (a) The occupant expressly agrees to notice by email;

10 (b) The rental agreement executed by the occupant specifies in
11 bold type that notices will be given to the occupant by email;

12 (c) The owner provides the occupant with the email address from
13 which notices will be sent and directs the occupant to modify his or
14 her email settings to allow email from that address to avoid any
15 filtration systems; and

16 (d) The owner notifies the occupant of any change in the email
17 address from which notices will be sent prior to the address change.

18 **Sec. 5.** RCW 19.150.150 and 2008 c 61 s 2 are each amended to
19 read as follows:

20 Any late fee charged by the owner shall be provided for in the
21 rental agreement. No late fee shall be collected unless it is written
22 in the rental agreement or as an addendum to such agreement. An owner
23 may impose a ~~((reasonable))~~ late fee ~~((for each month an occupant
24 does not pay rent when due. A late fee))~~ of no more than twenty
25 dollars or twenty percent of the monthly rental amount, whichever is
26 greater, for each late rental payment ~~((shall be deemed reasonable,
27 and shall not constitute a penalty))~~.

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