

2026 Regular Session

SENATE BILL NO. 165

BY SENATOR ABRAHAM

COMMERCIAL REGULATIONS. Provides relative to the Self-Service Storage Facility Act. (8/1/26)

1 AN ACT

2 To amend and reenact R.S. 9:4757, 4758.1(A)(2) and (B), and 4759(3), (5)(a), and (9) and
3 to enact R.S. 9:4759.1, 4759.2, and 4759.3, relative to self-service storage facilities;
4 to provide relative to the rental agreement; to provide for default of rental agreement
5 by lessee; to provide relative to delivery of notice of privilege; to provide for
6 unsigned rental agreements; to provide for the sale or other disposition of certain
7 movable property; to provide for definitions and procedures; and to provide for
8 related matters.

9 Be it enacted by the Legislature of Louisiana:

10 Section 1. R.S. 9:4757, 4758.1(A)(2) and (B), and 4759(3), (5)(a), and (9) are hereby
11 amended and reenacted and R.S. 9:4759.1, 4759.2, and 4759.3 are hereby enacted to read
12 as follows:

13 §4757. Definitions

14 As used in this Part, unless the context clearly requires otherwise:

15 (1) **"Default" means the failure by the lessee to perform, on time, any**
16 **obligation or duty set forth in the rental agreement or pursuant to this Part.**

17 (2) "Electronic mail" means an electronic message that is transmitted between

1 two or more telecommunications devices, computers, or electronic devices capable
2 of receiving electronic messages, whether or not the message is converted to printed
3 format after receipt or is viewed upon transmission or stored for later retrieval.

4 "Electronic mail" includes electronic messages that are transmitted through a local,
5 regional, or global computer network.

6 ~~(2)~~(3) "Electronic mail address" means a destination, commonly expressed
7 as a string of characters, to which electronic mail can be sent or delivered. An
8 "electronic mail address" may include a user name or mailbox and a reference to an
9 Internet domain.

10 ~~(3)~~(4) "Last known address" means the mailing address or the electronic mail
11 address provided by the lessee in the latest rental agreement or, **subject to any**
12 **requirements in the rental agreement**, the mailing address or the electronic mail
13 address provided by the lessee in a subsequent written notice of a change of address.

14 ~~(4)~~(5) "Lessee" means a person, his sublessee, successor, or assign, entitled
15 to the use of storage space at a self-service storage facility under a rental agreement,
16 to the exclusion of others.

17 ~~(5)~~(6) "Owner" means the owner, operator, lessor, or sublessor of a
18 self-service storage facility, his agent, or any other person authorized by him to
19 manage the facility or to receive rent from a lessee under a rental agreement.

20 ~~(6)~~(7) "Rental agreement" means any agreement or lease, written or oral,
21 entered into between the owner and a lessee, that establishes or modifies the terms,
22 conditions, rules, or any other provisions concerning the use of self-service storage
23 facility. **The rental agreement may be delivered and accepted electronically.**

24 ~~(7)~~(8) "Self-service storage facility" means any real property designed and
25 used for the purpose of renting or leasing individual storage space to lessees who are
26 to have access to such for the purpose of storing and removing movable property. No
27 lessee shall use a self-service storage facility for residential purposes. A self-service
28 storage facility shall not be considered as a warehouse subject to the provisions of
29 Title 10 of the Louisiana Revised Statutes; however, if an owner issues any

1 warehouse receipt, bill of lading, or other document of title for the movable property
2 stored, the owner and the lessees shall be subject to the provisions of Title 10 of the
3 Louisiana Revised Statutes and the provisions of this Part shall not apply.

4 ~~(8)~~(9) "Verified mail" means any method of mailing that is offered by the
5 United States Postal Service or a private delivery service that provides evidence of
6 mailing.

7 ~~(9)~~(10) "Wireless telecommunications device" means a cellular telephone,
8 a text messaging device, a personal digital assistant, a stand-alone computer, or any
9 other substantially similar wireless device.

10 * * *

11 §4758.1. Notice of privilege

12 A. A lessee shall be notified of the privilege created by this Part before
13 enforcement of the privilege by an owner. Notification of the privilege created by
14 this Part shall be satisfied by either of the following:

15 * * *

16 (2) A written notification of the privilege sent to the lessee by verified mail
17 to the last known address of the lessee, ~~by electronic mail to a primary and secondary~~
18 ~~email address of the lessee, and by text message to the wireless telecommunications~~
19 ~~device of the lessee provided the email addresses and number of the wireless~~
20 ~~telecommunications device are listed in the rental agreement~~ **and by electronic mail**
21 **to the email address provided by the lessee and listed in the rental agreement.**

22 B. An owner who does not have a written rental agreement that includes a
23 notice of the privilege created by this Part shall not initiate an enforcement action as
24 provided in this Part until thirty days after the written notice of a privilege is mailed
25 **and delivered** to the lessee as required by Paragraph (A)(2) of this Section.

26 * * *

27 §4759. Options of owner upon lessee's default

28 In the event of default by the lessee, the owner of a self-service storage
29 facility has the option to enforce judicially all of his rights under the rental

1 agreement, including, if the agreement so provides, his right to accelerate all rentals
2 that will become due in the future for the full term of the lease or to cancel the lease
3 and enforce his privilege for the debt due him, as follows:

4 * * *

5 (3) The notice shall be delivered in person to the lessee or sent by verified
6 mail to the last known address of the lessee, ~~by electronic mail to a primary and~~
7 ~~secondary email address of the lessee, and by text message to a wireless~~
8 ~~telecommunications device provided the email addresses and number of the wireless~~
9 ~~telecommunications device are listed by the lessee in the rental agreement~~ **and by**
10 **electronic mail to the email address provided by the lessee and listed in the**
11 **rental agreement.**

12 * * *

13 (5)(a) Actual receipt of the notice made pursuant to this Section shall not be
14 required. At least ten days after its mailing, or at least ten days after the date that
15 payment is demanded, whichever is later, an advertisement of the sale or other
16 disposition of movable property subject to the privilege shall on at least one occasion
17 be published in a newspaper of general circulation where the self-service storage
18 facility is located or on a publicly accessible website that **regularly advertises or**
19 **conducts personal property auctions or sales.**

20 * * *

21 (9) If the property upon which the lien is claimed is a motor vehicle,
22 watercraft, or trailer, and rent and other charges remain unpaid for sixty days **and the**
23 **lessee is in default**, the owner may have the property towed in lieu of foreclosing on
24 the lien. If a motor vehicle, watercraft, or trailer is towed pursuant to the provisions
25 of this Paragraph, the owner shall not be liable for the motor vehicle, watercraft, or
26 trailer or for any damages to the motor vehicle, watercraft, or trailer once the tower
27 takes possession of the property. Any tower shall be licensed pursuant to the
28 Louisiana Towing and Storage Act, R.S. 32:1711 et seq.

29 * * *

1 **§4759.1. Effect of unsigned rental agreement**

2 **If the lessee does not sign a rental agreement that the owner has**
3 **delivered to the lessee by hand delivery or verified mail and electronic mail,**
4 **then the lessee's continued use of the storage space for not less than thirty days**
5 **from the date that the rental agreement was delivered pursuant to this Section**
6 **shall constitute an acceptance of the rental agreement with the same effect as**
7 **if it had been signed by the lessee.**

8 **§4759.2. Termination of rental agreement**

9 **A. An owner may terminate a rental agreement in accordance with the**
10 **provisions of the rental agreement or as authorized by law by delivering to the**
11 **lessee a written notice of termination. The notice shall include the following**
12 **information:**

13 **(1) The lessee shall have fifteen days after the date of delivery of the**
14 **notice as provided by the Subsection to remove all personal property from the**
15 **self-service storage facility.**

16 **(2) The owner may limit access to the self-storage facility to certain hours**
17 **of the day.**

18 **(3) Failure of the lessee to remove all personal property as provided by**
19 **this Subsection shall constitute a default of the rental agreement by the lessee.**

20 **B. Upon default of the lessee as provided in Subsection A of this Section,**
21 **the owner may assert a lien privilege on any personal property remaining in the**
22 **storage unit and may enforce the lien by sale or public auction in accordance**
23 **with this Part, except the requirement to advertise in accordance with this Part**
24 **shall not apply.**

25 **§4759.3. Nonrenewal of rental agreement; abandonment**

26 **A. If the owner provides written notice to the lessee that the rental**
27 **agreement shall not be renewed upon expiration of its term, the lessee shall**
28 **remove all personal property from the self-service storage facility on or before**
29 **the date of expiration of the rental agreement.**

subject to the privilege be published on at least one occasion in a newspaper of general circulation where the self-service storage facility is located on a publicly accessible website that conducts personal property auctions.

Proposed law retains present law except requires the publicly accessible website to regularly advertise and conduct personal property auctions or sales.

Proposed law provides that if an owner delivers a rental agreement to a lessee by hand delivery or verified mail and electronic mail, and the lessee does not sign the agreement, the lessee's continued use of the storage space for not less than 30 days constitutes acceptance of the rental agreement with the same effect as if signed.

Proposed law requires that written notice of termination be delivered by hand delivery or verified mail and electronic mail and provides that the notice shall include the following information:

- (1) Lessee shall have 15 days to remove personal property from the self-service storage.
- (2) The owner may limit access to the self-storage facility to certain hours of the day.
- (3) Failure of the lessee to remove all personal property shall constitute a default of the rental agreement by the lessee.

Proposed law provides that upon nonrenewal of a lease, any personal property remaining 15 days after expiration of the rental agreement is deemed abandoned and may be disposed of by the owner without notice.

Effective August 1, 2026.

(Amends R.S. 9:4757, 4758.1(A)(2) and (B), 4759(3), (5)(a), and (9); adds R.S. 9:4759.1, 4759.2 and 4759.3)