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May 18, 2026

Commissioner Samuel A.A. Levine
NYC Department of Consumer and Worker Protection
42 Broadway
New York, NY 10004

Re: Proposed Rules and Amendments Affecting Self Storage Facilities

Dear Commissioner Levine:

On behalf of the New York Self Storage Association and its members that operate in New York City, I respectfully submit the comments in this letter and the attached, line-by-line response to the DCWP Rule Making draft dated April 8, 2026.

The NYSSA and several of its members spent considerable time and effort, working jointly with the original bill sponsors, to support the business licensure requirement, and the consumer notification requirement. The result of the efforts by all parties, was a set of bills that provided clear and succinct direction to the self storage operators doing business in NYC, and the steps to comply with the bills were found to be commercially reasonable.

The rules outlined in the DCWP rules draft dated 04/08/2026 far exceed the language and spirit of Local Laws 162 and 171 of 2025, proposed by the City Council Sponsors, and therefore go beyond the limited delegation of authority to executive branch to implement these local laws. The intent of the two laws was to create a requirement for self storage facilities to obtain a business license in NYC, and provide notice to storage customers in the event there was a change in the term(s) of the occupancy agreement.

In short, the NYSSA respectfully opposes the DCWP's proposed rules summarized by the points below and in the attached line-by-line response.

- A) The rules exceed the local laws they are supposed to implement.
- B) The rules fail to recognize the unique owner-occupant relationship in the self storage industry created under the Occupancy Agreement.
- C) The public posting of rates and charges will confuse customers and are will be extremely difficult to implement and administer.
- D) Reporting requirements that go far beyond the norms found within the self storage industry.
- E) The inclusion of requirements that are duplicative of, and/or exceed those of the NY State Statute that governs self storage, which preempts any more expansion of local requirements.
- F) Many of the proposed requirements are unaccompanied by any administration record or factual predicate supporting such sweeping regulation
- G) Inclusion of Rules that draw comparisons to other, unrelated business and industries.

While we are endeavoring here to provide constructive criticism of these proposed rules as drafted, it remains our position that this proposed regulatory scheme at its core is illegal and unworkable, and it shows a fundamental misunderstanding of how the self-storage industry works for both owners and occupants. In critical respects, these proposed rules are preempted by state law, exceed the limited legislative delegation of authority to the executive branch to act in this regard, and are unsupported by any administration record or factual predicate permitting such sweeping regulation. Moreover, these proposed rules would infringe on core constitutional First Amendment and Due Process rights, among others. Accordingly, we now offer these comments, reserving any and all rights and remedies to challenge this regulatory scheme, in whole or in part.

The NYSSA supports the opportunity to continue its engagement with the DCWP in effort to develop a more workable, and practical set of Rules & Requirements, that are more in keeping with the original bill sponsors intent.

Respectfully submitted,

James Coakley
New York Self Storage Association
Member – Board of Directors
President, Treasure Island Storage

05/18/2026 – NYSSA Responses to DCWP Rule Making Draft Dated April 08, 2026

Submitted by: James Coakley on Behalf of the New York Self Storage Association and its Members.

New York City Department of Consumer and Worker Protection

Notice of Public Hearing and Opportunity to Comment on Proposed Rules

What are we proposing? The Department of Consumer and Worker Protection (“DCWP” or “Department”) is proposing to add rules to implement Local Law 162 of 2025 and Local Law 171 of 2025 (the “Licensing Laws”), by specifying how self-storage facilities must obtain a license to operate as required under the Licensing Laws, requiring certain fee disclosures to consumers, and incorporating certain modifications to the licensing of storage warehouses. Relatedly, the Department is also proposing to add rules to prohibit deceptive and unconscionable practices in the self-storage sector.

When and where is the hearing? DCWP will hold a public hearing on the proposed rules. The public hearing will take place at 11:00 AM on May 18, 2026. The public hearing will be accessible by phone and videoconference.

- To participate in the public hearing via phone, please dial +1 646-893-7101
 - Phone Conference ID: 322 294 424#
- To participate in the public hearing via videoconference, please follow the online link:
 - Meeting link: <https://tinyurl.com/4je55fw3>
 - Meeting ID: 259 877 129 783 79
 - Passcode: 3d6zJ6Vb

How do I comment on the proposed rules? Anyone can comment on the proposed rules by:

- **Website.** You can submit comments to DCWP through the NYC rules website at <http://rules.cityofnewyork.us>.
- **Email.** You can email comments to Rulecomments@dcwp.nyc.gov.
- **By speaking at the hearing.** Anyone who wants to comment on the proposed rules at the public hearing must sign up to speak. You can sign up before the hearing by emailing Rulecomments@dcwp.nyc.gov. You can also sign up on the phone or videoconference before the hearing begins at 11:00 AM on May 18, 2026. You can speak for up to three minutes.

Is there a deadline to submit comments? Yes. You must submit any comments to the proposed rules on or before **May 18, 2026**.

What if I need assistance to participate in the hearing? You must tell DCWP’s External Affairs division if you need a reasonable accommodation of a disability at the hearing. You must tell us if you need a sign language interpreter. You may tell us by email at Rulecomments@dcwp.nyc.gov. Advance notice is requested to allow sufficient time to arrange the accommodation. Please tell us by **May 11, 2026**.

Can I review the comments made on the proposed rules? You can review the comments made online on the proposed rules by going to the website at <http://rules.cityofnewyork.us>. A few days after the hearing, all comments received by DCWP on the proposed rules will be made available to the public online at <http://www1.nyc.gov/site/dca/about/public-hearings-comments.page>.

What authorizes DCWP to make this rule? Sections 1043 and 2203(f) of the New York City Charter and Section 20-104(b) of the New York City Administrative Code and 20-702 of the New York City

Administrative Code authorize the Department of Consumer and Worker Protection to make these proposed rules. This proposed rule was not included in the Department of Consumer and Worker Protection's regulatory agenda for this Fiscal Year because it was not contemplated when the Department published the agenda.

Where can I find DCWP's rules? The Department's rules are in Title 6 of the Rules of the City of New York.

What laws govern the rulemaking process? DCWP must meet the requirements of Section 1043 of the City Charter when creating or changing rules. This notice is made according to the requirements of Section 1043 of the City Charter.

Statement of Basis and Purpose of Proposed Rule

The Department of Consumer and Worker Protection ("DCWP" or "Department") is proposing to add rules to implement the Licensing Laws, which require self-storage facilities to obtain a license and further require that both self-storage facilities and storage warehouses provide certain fee disclosures to consumers.

Self-Storage Facility Rules

Local Law 171 of 2025 added a new licensing requirement for self-storage facilities and requires self-storage facilities to provide a schedule of rates to consumers prior to entering an occupancy agreement, as well as to the Department upon request. It also prohibits self-storage facilities from collecting any rate or charge not included in the schedule of rates without prior notice to the consumer.

Local Law 162 of 2025 requires self-storage facilities to provide at least 60 days' notice to a consumer prior to increasing their occupancy fee, and to provide an explanation for any termination of occupancy.

These proposed rules designate the expiration date for self-storage facility licenses, set forth license application requirements for self-storage facilities, specify the records that self-storage facilities must maintain for inspection by the Department, and provide clarification regarding notices that self-storage facilities must provide to occupants. The proposed rules create a penalty schedule for violations of the self-storage facility licensing law and rules.

Pricing Transparency and Deceptive and Unconscionable Trade Practices – Self-Storage Facilities

Self-storage facility operators have engaged in "bait-and-switch" tactics, attracting consumers with low advertised prices and then repeatedly and dramatically increasing the rate once the consumer has moved their personal property into the facility. These tactics are especially concerning because they target potentially vulnerable consumers,¹ and unfairly take advantage of the significant financial and logistical difficulties consumers face in moving their personal property to other facilities. The proposed rules address this issue through increased transparency and by clarifying what practices are deceptive or unconscionable.

¹ See. Alexander Harris, *The Four D's*, SELF STORAGE ASSOCIATION (June 21, 2017)

(The self-storage industry is aware that many of its customers are in a potentially vulnerable stage in their life as shown by "The Four D's" that are used to explain demand for self-storage, these are "death, divorce, dislocation" with the 4th D being alternatively disaster, density, or downsizing), <https://www.selfstorage.org/Blog/ArticleID/44/The-Four-D-39-s>; Francis Chantree, *A Fifth of Americans Rent Self-Storage With Gen Xers in The Lead*, STORAGECAFE (April 25, 2023) (While The Four D's explain a significant portion of demand, much of demand is also people who do not have enough space at home), <https://www.storagecafe.com/blog/a-fifth-of-americans-rent-self-storage-gen-xers-lead/>

Pricing Transparency

These proposed rules focus on increasing transparency around unexpected and dramatic increases in prices that often follow the introductory rate offered to consumers, and intend to alert consumers to the potential consequences of nonpayment or late payment.

They also require recordkeeping and price increase disclosures that will allow the Department to assess the need for additional rulemaking, including unconscionable price increases, and the possible need for affirmative reporting obligations to the Department of licensees' price increases to ensure price competition across the industry.

Deceptive and Unconscionable Trade Practices

The Department is proposing clarifying prohibitions of deceptive and unconscionable trade practices in the self-storage facility sector due to the high number of consumer complaints it has received regarding this sector, particularly as it pertains to pricing and cleanliness of the facilities.²

Specifically, the proposed rules would require a self-storage facility to annually disclose the maximum rate that it will charge a specific occupant for the upcoming year, thus alerting the consumer to the range of potential occupancy fee increases. Any increase above this maximum rate is prohibited as a deceptive practice. Furthermore, these proposed rules would require a self-storage facility to post information related to the average price increase for all occupants over the prior two calendar years, given that past behavior is often the best predictor of future behavior, this information would ensure consumers have the information necessary to understand which self-storage facilities are more likely to increase prices and to increase prices more aggressively.

These proposed rules would also ensure transparency in advertising, including requirements regarding price disclosures and claims concerning cleanliness. Specifically, these proposed rules prohibit self-storage facilities from claiming that occupied self-storage units are kept clean when they have no access or ability to keep such units clean.

Other Proposed Rules for Self-Storage Facilities

~~These proposed rules also aim to ensure the health, safety, and welfare of the public by requiring self-storage facilities to provide occupants access to their self-storage units to retrieve essential goods, including medication and important documents.~~

* Language should be removed completely from License Requirements. These exceed the statutory authority of the Agency and impede on the owner-occupant relationship (non-bailment) created under the Occupancy Agreement per the State Statute. The customer maintains their own lock & key to the space. Allowing the occupant to remove property after the space has been advertised for lien sale, conflicts with the lien requirements in Sec 182 of the State Statute. This jeopardizes the ability to conduct an accurate / commercially reasonable lien sale. See additional comments under. § 2-495

~~In addition, these proposed rules protect consumers by ensuring fairness in occupancy agreements, including by requiring a simple mechanism for cancellation, and by prohibiting provisions that would exempt a self-storage facility operator from liability for damages caused by their own negligence.~~

* Language should be removed completely from License Requirements. Cancel / termination mechanism is included in the Occupancy Agreement. The Agency is failing to understand that the consumer has an obligation to remove stored property from the storage unit in order to terminate occupancy. This can be done at any time during the occupancy period. Self-storage does not fall into the category of "click to cancel" services. Once the stored property is removed, the customer can notify the storage operator by means available that the space has been emptied, and the occupancy has been terminated. See additional comments under § 2-494 (c).

Storage Warehouse Rules Removing Section Pertaining to Warehouse (Not Self-Storage) For Purposes
of NYSSA Comment Only

§ 6. Subdivision a of section 1-02 of chapter 1 of Title 6 of the Rules of the City of New York is amended by adding the following entry in alphabetical order to read as follows:

<u>Self-Storage Facility</u>	<u>April 1 of Even Years</u>
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§ 7. Chapter 2 of Title 6 of the Rules of the City of New York is amended by adding a new Subchapter NN to read as follows:

Subchapter NN: Self-Storage Facilities

§ 2-491 Definitions

As used in this subchapter, the terms “Occupancy agreement,” “Occupancy fee,” “Occupant,” “Self-storage facility,” and “Self-storage facility operator” shall have the same meaning as set forth in section 20-566 of the Administrative Code.

~~As used in this subchapter, the terms “Harborage,” “Indoor allergen hazard,” “Indoor mold hazard,” “Integrated pest management,” “Remediation or remediate,” and “Underlying defect” shall have the same meaning as set forth in section 27-2017 of the Administrative Code.~~

*This language should be removed. The section of the Administrative Code regulates/refers to “dwellings”. This is far different than self-service storage units. Occupants of self-service storage units are not permitted to “live” in the storage unit. See additional comments under § 2-495

§ 2-492 License Application Requirements.

(a) Self-storage facility operator licenses expire on April 1 in even numbered years.

(b) An application for a self-storage facility license includes the Department’s basic license application and any other documents or information the Department requires. This provision is vague and too broadly worded. This leaves full discretion to the Agency and will ultimately require documents not common to the self-storage industry and thus may prohibit an operating facility to acquire the required license.

(c) A self-storage facility operator must obtain a separate license for each premises where it operates a self-storage facility in the City of New York, notwithstanding common ownership or operation of multiple self-storage facilities. The self-storage facility operator license issued by the Department shall include the address of the self-storage facility premises to which it pertains.

§ 2-493 Records.

(a) For each occupant with whom it has entered into an occupancy agreement, a self-storage facility operator must maintain for a period of at least three years the following records:

(1) The signed and dated occupancy agreement;

(2) The signed and dated schedule of rates provided to the occupant as required by Administrative Code section 20-566.3;

*The term “schedule of rates” is not fully defined and is referenced several times throughout the rules requirements, when we believe the drafter of document is referring to the “occupancy charges”. The definition in this document is blurred between a customer-specific “occupancy fee” and the facility’s public facing “schedule of rates”

This has always been treated as the rates applicable to a single customer. These regulations aren’t clear, but in some instances imply this is no longer the case.

“Occupancy Fee” as defined in 20-566 of the Administrative Code (the total of all recurring fees that

an occupant is required to pay to the owner of a self-storage facility for occupancy of and access to a storage space at such self-storage facility, excluding any penalty fees.

(3) A copy of any notice required by Administrative Code section 20-566.3 provided to the occupant to inform them of a new rate or charge that was not previously included in the schedule of rates;

“Schedule of rates” needs further clarification. If the Schedule of Rates is defined as the facility/public “schedule of rates” including unit pricing and promotions based on supply and demand (unit availability, time of year, etc) then notifying existing customers that the facility/public schedule of rates has changed when it has no effect on their own occupancy fee is overly burdensome to the storage operator. This will create unintended consequences to the customer with added confusion and unwarranted concern.

(4) A copy of any notice of an increased occupancy fee provided to the occupant, as required by Administrative Code section 20-566.4;

(5) A copy of any explanation of a termination of occupancy provided to the occupant, as required by Administrative Code section 20-566.5; and

(6) A copy of each billing statement provided to the occupant;

(7) A copy of any notice provided to the occupant pursuant to subdivision 7 of section 182 of the New York Lien Law;

(8) A copy of any notice provided to the occupant pursuant to subdivision (g) of section 2-494 of this subchapter. See additional comments regarding notices under sec 2-494.;

(9) A log of all agreements, notices, and explanations required by paragraphs (1), (2), (3), (4), and (5) of this subdivision, which must include the following for each such agreement, notice, or explanation:

(i) date transmitted;

(ii) method of transmission;

(iii) occupancy fee, as of the date of such agreement, notice, or explanation;

(iv) if applicable, effective date of occupancy fee change and new occupancy fee as of that date; and

(v) if applicable, effective date and amount of a new rate or charge not included in the schedule of rates.

Strike requirement (9). Records of documents identified above will be maintained if/where they are applicable to an individual customer. A log by customer of the documents is not practical and overly burdensome to the individual storage facility operator.

(b) Records sufficient to demonstrate compliance with the price increase disclosure requirements of subdivision b of section 2-497 of this subchapter, including but not limited to:

(1) a copy of every price increase disclosure posted to the self-storage facility website;

What practically does this mean? Increases to an individual occupant would not be posted to a web site. This is impractical and is a massive undertaking for tens of thousands of customers. This is also be a breach of the customer's privacy to have information pertaining to their storage unit posted to a public web site. The "schedule of rates" and charges provided to the occupant prior to entering into the rental agreement will be maintained for each occupant during the term of occupancy, along with any required notice of new rates or charges for each occupant.

(2) for each price increase disclosure, all data for the period covered by such disclosure disaggregated by occupant indicating the occupancy fee increase for each occupant of the self-storage facility expressed in dollars and as a percentage increase; and

This requirement is not clear as to what is being requested. Is the Agency is seeking a "rent roll" by facility and occupancy rate changes to each customer? There are several issues here. Including an implied mechanism of rent control beyond the delegated authority, and significant privacy concerns for the consumer. The storage facility requires a release of consent from the consumer, or a court order to provide data about their use of storage to other State, Local & Federal agencies when requested.

(3) records clearly demonstrating the calculation used to arrive at the percentage included in such price increase disclosure.

There are similar concerns to (2) above regarding rent control, consumer information, and privacy issues. In addition, individual storage facilities should not have to provide proprietary business models that could be copied by another facility, creating either a competitive disadvantage, or leading to allegations of pricing collusion.

(e) Records sufficient to demonstrate compliance with the requirements to maintain self-storage facilities free of indoor allergen hazards and remediate indoor allergen hazards as required pursuant to subdivision a of section 2-495 of this subchapter, including but not limited to certifications regarding cleanliness and documentation of any remediation efforts related to indoor allergen hazards.

The Agency is imposing a residential standard to a self-service storage facility that does not provide Habitable space for customers to live in. Storage facilities provide individual spaces to the consumer to store and retrieve their own personal property. There is no way for the storage facility to verify the condition of the consumer's property prior to being placed in the space. Customers do not spend any significant amount of time at the storage facility. Therefore, drawing from residential regulations to impose a requirement to be "free" of indoor allergens is not only unrealistic, it is also unnecessary and beyond the delegated authority.

(d) A self-storage facility operator must keep the records required to be maintained pursuant to subdivisions (a), (b) and (c) of this section in an electronic format and make such records immediately available for inspection by the Department at the self-storage facility and, as required by section 1-14 of chapter 1 of this Title, produce such records when demanded by the Department in writing.

This is a challenge for an individual storage facility to provide all records "immediately" by facility personnel. There should be a period of time specified in the request for information for the facility to provide the records given the fact facility personnel may not have user authority to access such records.

(e) A self-storage facility operator's failure to maintain, retain, or produce a record that is required to be

~~maintained under this section that is relevant to a material fact alleged by the Department in a summons, petition, or other notice of hearing creates a presumption that such fact is true.~~

This provision exceeds commercially reasonable expectations, and does not take into account system failures, data breaches, and user error in preparing and/or requesting the records.

§ 2-494 Notices, Explanations, and Disclosures

~~(a) A self-storage facility operator must provide dated disclosures, notices and explanations required pursuant to this section or Administrative Code sections 20-566.3, 20-566.4, and 20-566.5 in writing, using a method designated by the occupant, which may include mail, electronic mail, or text message. In addition to English, all such disclosures, notices, or explanations must be made in any other language which the self-storage facility operator uses to attract consumers.~~

This contradicts and exceeds NYS Lien Law 182. Contradictory language in practice raises the opportunity for a misstep and unintended negative consequences to the occupant.

A consumer may utilize a web translation tool when searching for a storage space which is unknown to the storage facility operator. Therefore, the language of any notice or disclosure should be in the same language as the written Occupancy Agreement signed by the occupant.

(b) Occupancy Agreement

~~(1) This subdivision shall apply only to occupancy agreements entered into after the effective date of these regulations.~~

~~(2) Each occupancy agreement must include the disclosures required by subdivision 2 of section 182 of the New York Lien Law.~~

There is no need to restate the requirement in NYS Section 182 of the Lien Law. It is duplicative.

~~(3) An occupancy agreement must not include any provision exempting the self-storage facility operator from liability for damages for injuries to person or property caused by or resulting from the negligence of the self-storage facility operator, their agents or employees, in the operation or maintenance of the subject storage unit or the self-storage facility, that would be void and wholly unenforceable pursuant to section 5-321 of the New York General Obligations Law.~~

If already covered under section 5-321, it is duplicative and unnecessary to include here, and is preempted by State law.

~~(5) Each occupancy agreement must include a disclosure regarding the self-storage facility operator's policies for denying an occupant's access to their personal property, and for initiating a process for the public or private sale of an occupant's personal property, including what notice period the self-storage facility will provide to the occupant to cure or evacuate the property, and any process the self-storage facility operator has established by which an occupant can dispute or cure the reasons for such denial or sale.~~

It should be sufficient for the Occupancy Agreement to reference the State Statute and provide a link to where the Statute can be found. Policies and laws regularly change. By putting this explicitly in an occupancy agreement, operators are subjected to various (and sometimes legacy) requirements. This is not feasible nor is it customer friendly.

(6) The first page of each occupancy agreement must clearly and conspicuously include:

(i) the disclosures required by subparagraphs (iii) and (iv) of paragraph (a) of subdivision 2 of section 182 of the New York Lien Law;

Duplicative and already covered by Sec182, and therefore preempted.

(ii) the final amount the occupant must pay for the initial transaction, including an itemization of all charges actually imposed, including the occupancy fee and any non-recurring fees or charges;

(iii) the guaranteed duration of the occupancy fee in effect for the first month of the occupancy agreement;

The occupancy agreement is month-to-month. The customer has the right to terminate at any time, and is not locked into the agreement beyond the first month. Adding a guarantee of any fee, condition, or service beyond the first month may confuse the customer by implying an extended occupancy term.

(iv) the maximum occupancy fee that the self-storage facility operator could charge during the first 12 months following the date of the occupancy agreement; and

The requirement is acceptable. However, in this case, the maximum "occupancy fee" amount should be limited to the cost of the storage space only. The consumer may elect to add or change another recurring service that could change the "maximum" amount.

(v) the following statement in bold lettering:

Notice: If you fail to pay your occupancy fee or other charges, [name of self-storage facility operator] may deny you access to your personal property and, after providing notice, sell your personal property to recover unpaid charges.

The requirement to state the facility's policy for denying access is covered by (5) above. This is duplicative.

(c) Cancellation. A self-storage facility operator must provide the occupant with the option to cancel the occupancy agreement at any time using a simple cancellation mechanism that is as easy to use as the mechanism that the occupant used to enter the occupancy agreement and that is through the same medium that the occupant used to enter the occupancy agreement.

Customers can always vacate/cancel their agreement. Self-storage is not a "click-to-cancel" service. The Occupant has an obligation to remove their property from the storage space.

The agreement is not cancelled until they actually move their property out and/or enter into some other property abandonment agreement with the facility.

(d) Schedule of Rates

- (1) The schedule of rates must include the occupancy fees applicable for each class of storage units made available for use by occupants by a storage facility operator, and all other rates or charges that may be imposed in connection with the occupancy or use of such storage units including, but not limited to, late payment fees and other penalty fees.

As pointed out previously in section 2-493, "schedule of rates" needs additional clarification. Class of storage units is unclear. Is this a reference to the size, type, location, etc of the storage space. Storage facilities may have 50 or more sizes of storage spaces with different attributes. If each one is considered a class, the amount of data provided to the Occupant before entering into the rental agreement would be burdensome and time consuming to the occupant. The occupant is likely to disregard this information altogether.

The "schedule of rates" should be limited to the rates and charges the customer would pay for their storage space .

- (2) For each rate or charge, the schedule of rates must include a description of each such charge, whether the charge is mandatory or optional, and the amount of each charge expressed in dollars.
- (3) If the self storage facility operator offers different occupancy fees for the same class of storage units, all such occupancy fees must be included on the schedule of rates, including a description of when such occupancy fees are available and when they expire.

Very confusing on what the expectation is here. The term occupancy fee in the requirement identified above is unclear. Per the definition of occupancy fee, this is the total amount of all recurring fees the customer must pay upon entering into an agreement. The fee described above is more of an advertised rate / price. This confusion is consistent throughout the rules making document.

- (4) A self-storage facility operator must post the current schedule of rates on its website in a clear and conspicuous manner.

This is not feasible for a myriad of reasons. Rental rates are currently available for a customer to shop by facility location, unit size, and price. The customer has freedom of choice to select the option that best suits their needs.

Posting a separate schedule should be limited to fees and other mandatory charges that a consumer may incur during the term of occupancy. It should not include the rental rates which are subject to change.

We are concerned that broad public posting of rate schedules, historical average increases, and future maximum rates could create confusion and have unintended market effects. Before broad public pricing disclosure requirements are imposed across an entire industry, The DCWP should carefully study any potential unintended consequences that such disclosure might have including, but not limited to consumers, competition, and consistency with broader federal and state competition-policy concerns and laws.

- (e) A self-storage facility operator must provide the notice to the occupant to inform them of a new rate or charge that was not previously included in the schedule of rates required by Administrative Code section 20-566.3 at least 60 days prior to imposing such new rate or charge.

(f) Each notice of an increased occupancy fee provided to the occupant, as required by Administrative Code section 20-566.4, must include instructions for how to cancel the occupancy agreement.

(g) Each billing statement must contain the following statement:

If you fail to pay your occupancy fee or other charges by [insert date], [name of self-storage facility operator] may deny you access to your personal property and, after providing notice, sell your personal property to the extent necessary to recoup unpaid charges.

There is no requirement to provide a billing statement. The policy is stated in the Occupancy Agreement. The requirement to provide the language above is unfriendly and confrontational to the consumer.

(h) A self-storage facility operator must provide notice of its enforcement of a lien via a public or private sale as required pursuant to subdivision 7 of section 182 of the New York Lien Law.

This is duplicative. The requirement is covered by the State Statute, and therefore preempted.

(i) At least 60 days prior to the 1-year anniversary of the date the occupant entered into the occupancy agreement, and every year thereafter, the self-storage facility operator must provide notice of the maximum occupancy fee that the self-storage facility operator could charge during the next 12 months. Such notice must provide the occupant with instructions for how to cancel such occupancy agreement.

This is extremely burdensome to the operator and confusing to the occupant. Section 6 (iv) under the Occupancy Agreement already calls for the facility to provide a maximum occupancy fee that can be charged in the first 12 months of occupancy. Requiring additional notice to a customer about another maximum occupancy fee that "could be" charged is information overload for the consumer. It further implies that an occupancy term extends beyond the month-to-month agreement. This is harmful to the customer.

If the facility operator elects to make a change, the 60-day notice requirement is already covered in this document.

There is no rationale or benefit to the customer for this requirement. It regulates how the storage facility conducts its business, and is bordering on rent control regulation beyond the delegated authority. Neither is in the spirit of either Local Law passed in 2025.

§ 2-495 Cleanliness and Access to Essential Goods

(a) Cleanliness

(1) A self-storage facility operator must designate an employee that must certify each week that the common areas of the self-storage facility and unoccupied units remain free of indoor allergen hazards and that the self-storage facility operator has remediated or is in the process of remediating indoor allergen hazards that have arisen, including remediating underlying defects and using integrated pest management practices to eliminate pests.

There was no discussion of such a requirement in either law as written. It is unclear as to what authority the Agency has to require a private business to hire someone certified to identify and treat indoor allergens. This is a significant financial burden and potential liability for the facility operator and found nowhere else within the industry.

The Agency is wrongfully applying a residential standard to a self-service storage facility. The added costs to comply would have to be passed along to the customer. This is an unintended consequence the Agency should not want to force.

(2) The requirements in this subdivision shall not be construed to require that the self-storage

facility operator access occupied storage units.

(b) Access to Essential Goods. Irrespective of the status of a consumer's account, including during the notice period in advance of any public or private sale of an occupant's personal property, a self-storage facility operator must allow an occupant access to their storage unit to retrieve (i) necessary medication or medical supplies and (ii) documents that are necessary to enable the occupant to apply for social welfare benefits or employment.

This requirement is not identified in either local law, and therefore beyond the delegated authority. Self-storage facilities are not safe deposit boxes which would be a more appropriate location to store precious items and important documents. The majority of occupancy agreements prohibit or discourage the occupant from storing such items.

Customers already have access to their storage units to retrieve any or all of their property. The basis for this requirement is unfounded. This requirement will cause conflict and confrontation at the storage facility premises. There is no provided mechanism to prevent customers from making false claims over the need for essential items.

If the customer retrieves some items, but not all, are they abandoning the remaining items?

Lastly, it reduces the value of the storage lien if customers can take out whatever they want, and could potentially prevent the facility operator from complying with the Lien Sale requirements in the State Statute.

§ 2-496 Advertisements

(a) It is a deceptive trade practice for a self-storage facility operator to advertise, display, or offer rates for the use of a storage unit at a rate other than the applicable occupancy fee, as reflected in the self-storage facility's current schedule of rates.

This section is unclear. Does it prohibit the advertising of "sale" prices or "limited time" specials? This is harmful to the consumer by not allowing them to take advantage of concessions the facility operator might be willing to offer. The facility has already agreed to provide the "schedule of rates" to the consumer prior to entering into the rental agreement. That will provide the consumer with transparency. Likewise, if a storage operator wanted to offer a free month of storage as a charitable act, that would be deemed prohibited.

(b) It is a deceptive trade practice for a self-storage facility operator to advertise, display, or offer occupancy fees without disclosing such occupancy fees more prominently than other pricing information, and clearly and conspicuously disclosing all material exclusions, reservations, limitations, modifications or conditions on such occupancy fee, as required by 6 RCNY § 5-09, including but not limited to:

What is meant by "without disclosing such occupancy fees more prominently than other pricing information"? A literal reading of this is that advertised occupancy fees must be disclosed more prominently than other pricing information.

(1) a description of any conditions to obtain such occupancy fee;

(2) the guaranteed duration of such occupancy fee; and

(3) the total price of any non-recurring mandatory charge or fee required prior to occupancy, which must be as prominent as the occupancy fee;

The facility has already agreed to provide the "schedule of rates" to the consumer prior to entering into the rental agreement. That will provide the consumer with transparency. The total price is driven by the consumer's choice of storage space and any other additional options the consumer might elect. There are a myriad of options for the consumer, and far too burdensome to list.

~~(c) It is a deceptive trade practice for a self-storage facility operator to advertise that occupied storage units are kept clean.~~

This is subjective and restrictive to how the facility operator describes the facility.

~~(d) It is a deceptive trade practice for a self-storage facility operator to advertise that its facilities are clean, unless it is ensuring that its facilities are clean as required under 6 RCNY §2-495(a).~~

§ 2-497 Price Increases

~~(a) It is a deceptive trade practice for a self-storage operator to charge an occupancy fee that exceeds the maximum occupancy fee stated in the applicable notices required under 6 RCNY §2-494.~~

~~(b) It is a deceptive and unconscionable trade practice for a self-storage facility operator to fail to disclose the average percentage increase, as calculated in a manner prescribed by the Department on its website, imposed on individual occupants over the prior two calendar years. Such information must be posted no later than February 1 of each year, providing the data from the prior two calendar years, in a clear and conspicuous manner on the self-storage facility website and a copy of such information must be provided to any occupant before entering an occupancy agreement at the self-storage facility.~~

This section adds a mechanism by which the agency controls the manner in which price increases are calculated. That mechanism is not known to the operator and is a price control directive that was not part of the original bills. Further it is unclear as to what increase the agency is identifying. Is this the percentage increase for existing customer occupancy fees, or the change in the facility / public schedule of rates, with or without promotions, with or without non-recurring fees, which could be an infinite number of options.

This provision is beyond the delegated authority, and provides excessive discretion to the Agency, and puts the facility operator at risk of disclosing confidential and/or proprietary information.

§ 8. The table of penalties in section 6-34 of subchapter B of chapter 6 of Title 6 of the Rules of the City of New York is amended to read as follows:

Citation	Violation Description	First Violation	First Default	Second Violation	Second Default	Third and Subsequent Violation	Third and Subsequent Default
Admin. Code § 20-476	Operating without a storage warehouse license	[\$1,000] <u>\$750</u> per day	\$1,000 per day	[\$1,000] <u>\$900</u> per day	\$1,000 per day	\$1,000 per day	\$1,000 per day
<u>Admin. Code § 20-477</u>	<u>Failure to provide notice at least 60 days prior to increasing a storage fee</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
Admin. Code § 20-478	Failure to comply with schedule of rates requirement(s)	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
Admin. Code § 20-480	Failure to comply with insurance requirement(s)	\$1,000 (plus 0 to 15 day suspension)**	\$1,000 (plus 15 day suspension)	\$1,000 (plus 0 to 30 day suspension)**	\$1,000 (plus 30 day suspension)	\$1,000 (plus revocation)**	\$1,000 (plus revocation)
6 RCNY § 2-322	Failure to comply with oral disclosures	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-323	Failure to comply with written estimate requirement(s)	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-324	Failure to comply with inventory requirement	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-325	Failure to comply with cancellation requirement	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-326	Improper bill for services	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-327	Failure to comply with relocation of household goods requirements	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-328	Failure to meet advertisement requirements	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-329(a)	Failure to provide liability insurance	\$1,000 (plus 0 to 15 day suspension)**	\$1,000 (plus 15 day suspension)	\$1,000 (plus 0 to 30 day suspension)**	\$1,000 (plus 30 day suspension)	\$1,000 (plus revocation)**	\$1,000 (plus revocation)
6 RCNY § 2-329(b)	Failure to meet insurance requirements	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000

6 RCNY § 2-330	Failure to provide a written storage contract before accepting household goods	\$1,000 (plus 0 to 15 day suspension)**	\$1,000 (plus 15 day suspension)	\$1,000 (plus 0 to 30 day suspension)**	\$1,000 (plus 30 day suspension)	\$1,000 (plus revocation)**	\$1,000 (plus revocation)
6 RCNY § 2-331	Failure to provide consumer with access to household goods	\$1,000 (plus 0 to 15 day suspension)**	\$1,000 (plus 15 day suspension)	\$1,000 (plus 0 to 30 day suspension)**	\$1,000 (plus 30 day suspension)	\$1,000 (plus revocation)**	\$1,000 (plus revocation)
6 RCNY § 2-332	Failure to meet general release requirement(s)	\$1,000 (plus 0 to 15 day suspension)**	\$1,000 (plus 15 day suspension)	\$1,000 (plus 0 to 30 day suspension)**	\$1,000 (plus 30 day suspension)	\$1,000 (plus revocation)**	\$1,000 (plus revocation)
6 RCNY § 2-333	Improper sale of consumer goods	\$1,000 (plus 0 to 15 day suspension)**	\$1,000 (plus 15 day suspension)	\$1,000 (plus 0 to 30 day suspension)**	\$1,000 (plus 30 day suspension)	\$1,000 (plus revocation)**	\$1,000 (plus revocation)
6 RCNY § 2-334	Failure to meet requirements to act as an agent	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000

§ 9. Subchapter B of chapter 6 of Title 6 of the Rules of the City of New York is amended by adding a new section 6-90 to read as follows:

§ 6-90 Self-Storage Facility Penalty Schedule.

All citations are to Title 20 of the Administrative Code of the City of New York or Title 6 of the Rules of the City of New York.

Unless otherwise specified, the penalties set forth for each section of law or rule shall also apply to all subdivisions, paragraphs, subparagraphs, clauses, items, and any other provisions contained therein. Each subdivision, paragraph, subparagraph, clause, item, or other provision charged in the Notice of Violation shall constitute a separate violation of the law or rule.

Pursuant to Section 20-703(d) of the Administrative Code of the City of New York, the knowing violation of any provision of Subchapter 1 of Chapter 5 of Title 20 of the Administrative Code of the City of New York or of any rule promulgated thereunder is subject to a penalty of \$3,500. Sections 2-496 and 2-497 of subchapter NN of chapter 2 this Title are promulgated under Subchapter 1 of Chapter 5 of Title 20 of the Administrative Code of the City of New York.

In certain cases, the Department may ask for license suspension or revocation, as permitted by statute. If a respondent is found in violation of multiple provisions that require a suspension period, the suspension periods shall run concurrently.

Unless otherwise specified by law, a second, or third and subsequent violation means a violation by the same respondent, or such respondent's successor(s) as defined by section 20-564 of the Administrative Code, whether by pleading guilty, being found guilty in a decision, or entering into a settlement agreement for violating the same provision of law or rule, within two years of the prior violation(s).

<u>Citation</u>	<u>Violation Description</u>	<u>First Violation</u>	<u>First Default</u>	<u>Second Violation</u>	<u>Second Default</u>	<u>Third and Subsequent Violation</u>	<u>Third and Subsequent Default</u>

<u>Admin Code</u> <u>§ 20-566.1</u>	<u>Operating a self-storage facility without a license</u>	<u>\$750 per day</u>	<u>\$1,000 per day</u>	<u>\$900 per day</u>	<u>\$1,000 per day</u>	<u>\$1,000 per day</u>	<u>\$1,000 per day</u>
<u>Admin Code</u> <u>§ 20-566.6(d)</u>	<u>Unlicensed self-storage facility advertising, claiming or representing to operate a self-storage facility</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
<u>Admin Code</u> <u>§ 20-566.3</u>	<u>Failure to provide schedule of rates</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
<u>Admin Code</u> <u>§ 20-566.3</u>	<u>Failure to provide notice of a new rate or charge not included in schedule of rates</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
<u>Admin Code</u> <u>§ 20-566.4</u>	<u>Failure to provide notice at least 60 days prior to increasing an occupancy fee</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
<u>Admin Code</u> <u>§ 20-566.5</u>	<u>Failure to provide explanation of the termination of an occupancy agreement</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
<u>6 RCNY</u> <u>§ 2-493</u>	<u>Failure to maintain or produce required records</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
<u>6 RCNY</u> <u>§ 2-494(a)</u>	<u>Failure to provide notice or explanation via written method designated by occupant</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
<u>6 RCNY</u> <u>§ 2-494(b)</u>	<u>Failure to meet requirements for content of occupancy agreement</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
<u>6 RCNY</u> <u>§ 2-494(c)</u>	<u>Failure to meet requirements for content of schedule of rates</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
<u>6 RCNY</u> <u>§ 2-494(d)</u>	<u>Failure to provide notice at least 60 days prior to a new rate or charge not included in schedule of rates</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$900</u>	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>

6 RCNY § 2-494(e)	Failure to include nonpayment warning in billing statement	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-494(f)	Failure to provide disclosures in language used to attract consumers	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-494(g)	Failure to provide public or private sale notices	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-494(h)	Failure to provide notice of maximum occupancy fee	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-495(a)	Failure to clean or remediate indoor allergen hazards	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-495(b)	Failure to provide occupant with access to essential goods	\$750	\$1,000	\$900	\$1,000	\$1,000	\$1,000
6 RCNY § 2-496	Failure to meet advertisement requirements	\$525	\$525	\$1,050	\$1,050	\$3,500	\$3,500
6 RCNY § 2-497(a)	Engaging in a deceptive price increase	\$525	\$525	\$1,050	\$1,050	\$3,500	\$3,500
6 RCNY § 2-497(b)	Failure to comply with price increase posting requirements	\$525	\$525	\$1,050	\$1,050	\$3,500	\$3,500

**NEW YORK CITY LAW DEPARTMENT
DIVISION OF LEGAL COUNSEL
100 CHURCH STREET
NEW YORK, NY 10007
212-356-4028**

**CERTIFICATION PURSUANT TO
CHARTER §1043(d)**

RULE TITLE: Rules Relating to Self-Storage Facilities and Storage Warehouses

REFERENCE NUMBER: 2026 RG 022

RULEMAKING AGENCY: Department of Consumer and Worker Protection

I certify that this office has reviewed the above-referenced proposed rule as required by section 1043(d) of the New York City Charter, and that the above-referenced proposed rule:

- (i) is drafted so as to accomplish the purpose of the authorizing provisions of law;
- (ii) is not in conflict with other applicable rules;
- (iii) to the extent practicable and appropriate, is narrowly drawn to achieve its stated purpose; and
- (iv) to the extent practicable and appropriate, contains a statement of basis and purpose that provides a clear explanation of the rule and the requirements imposed by the rule.

/s/ STEVEN GOULDEN
Senior Counsel

Date: April 8, 2026

**NEW YORK CITY MAYOR'S OFFICE OF OPERATIONS
253 BROADWAY, 10th FLOOR
NEW YORK, NY 10007
212-788-1400**

**CERTIFICATION / ANALYSIS
PURSUANT TO CHARTER SECTION 1043(d)**

RULE TITLE: Rules Relating to Self-Storage Facilities and Storage Warehouses

REFERENCE NUMBER: DCWP-73

RULEMAKING AGENCY: Department of Consumer and Worker Protection

I certify that this office has analyzed the proposed rule referenced above as required by Section 1043(d) of the New York City Charter, and that the proposed rule referenced above:

- (i) Is understandable and written in plain language for the discrete regulated community or communities;
- (ii) Minimizes compliance costs for the discrete regulated community or communities consistent with achieving the stated purpose of the rule; and
- (iii) Does not provide a cure period because a cure period is not practicable under the circumstances.

/s/ Francisco X. Navarro
Mayor's Office of Operations

April 8, 2026
Date