



QUESTIONS

for the Self Storage Legal Network

Each month SSLN partners Carlos Kaslow and Scott Zucker will select a question from a SSLN subscriber on an important self storage legal issue and provide their best advice on dealing with the problem.

Question: *I have a tenant who had a lock on their unit, and then they removed most of the unit contents but did not put a lock back on. They are now a couple days late. There are some pictures and other miscellaneous items remaining. People leave junk all the time; however, the items they left keep me from emptying the unit. It is my last unit of that size, and I have someone waiting on it. Their phone number doesn't work, and the tenant was supposed to come in with a new address but never did. What can I do?*

Answer: The situation you have described is common at self storage facilities. If the tenant has taken these actions without notice of vacating, it makes the situation a little more complicated. What you want to determine is what the tenant's intentions are concerning the space. You have already tried to contact the tenant by telephone without success, and the mailing address appears to be a dead-end as well. If you have an email address, be sure to try that. You can even reach out through private social media. If you can establish contact, you may be able to resolve this situation.

However, it seems likely that you will not be able to establish contact and you have a space that you can rent today. You have a space that has all the objective signs that the tenant has moved out: no lock on the door; very little property left in the space; the tenant has stopped paying rent; and the tenant can no longer be contacted at the telephone number provided.

One option would be to declare the space vacated and abandoned. You can box the property up that was left in the space, move it to another area of the facility and rent the space. Some operators include a paragraph in their rental agreement that states that the tenant has abandoned all property in the space when the space is left unlocked and rent is unpaid. This can be helpful in this type of situation.

Your other alternative would be to go through the lien sale process since the rent is not paid. Again, you could move the property to another space or other place of safekeeping and then go through the lien sale process. This would allow you to rent the space immediately but still allow you to follow the lien sale process. You might want to go this route if you believe that the items left in the space may actually have some value.

Either way you proceed, you should either video or take pictures of the space and the moving process. Also, if you do not conduct the lien sale, you may want to hold the items removed from the space for a reasonable time (maybe up to six months), and then dispose of the property if the former tenant does not contact the facility within that time.

This situation would be much simpler if the tenant had just provided a vacate notice. The vacate notice establishes that the tenant is giving up the space on the date specified.

Most rental agreements contain a paragraph that deals with property left in the storage space after it is vacated.

PROPERTY LEFT ON THE PREMISES: Owner may dispose of any property left on the premises by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

This provision gives the operator the right to remove property from a storage space once the tenancy has been terminated.

Here, since you attempted to contact the tenant to resolve the ambiguity of their failure to remove all the property from the space, the next decision is to either proceed to lien or just declare the unit as abandoned. If you have the benefit of time, it is always better to go with the lien sale rather than to assume abandonment. ♦