



Frequently Asked Questions: Self-Storage Facility Licenses

New NYC law regulates self-storage facilities and provides additional consumer protections. Important dates include:

- **Starting August 25, 2026**, all self-storage facility operators must have a license from the NYC Department of Consumer and Worker Protection (DCWP) to operate in NYC. *Refer to **Section I of FAQ**.*
- **Starting November 1, 2026**, self-storage facility operators must comply with all other requirements outlined in the FAQ. *Refer to **Sections II to VI**.*

Table of Contents

- I. [License Requirement](#)
- II. [Price and Price Increase Disclosures](#)
- III. [Nonpayment and Sale of a Consumer's Possessions](#)
- IV. [Cleanliness and Advertising Requirements](#)
- V. [Recordkeeping](#)
- VI. [Compliance and Complaints](#)

I. License Requirement

1. Who must have a Self-Storage Facility License?

If you operate a self-storage facility in New York City, you must obtain a Self-Storage Facility license. A self-storage facility is any building or structure where consumers pay to store their personal property and are permitted to access the space to store and retrieve their belongings.

You must have a separate Self-Storage Facility license for each location you operate in New York City.

Review license application checklist and apply online at nyc.gov/BusinessToolbox.

2. What's the difference between the Self-Storage Facility license and the Storage Warehouse license?

You must have a **Self-Storage Facility license** to operate a facility that allows consumers to store and lock away goods themselves.

You must have a **Storage Warehouse license** to operate a facility that stores goods on consumers' behalf but does not allow consumers to store or lock away goods themselves.

If your facility has both types of storage units, you need BOTH **Self-Storage Facility** and **Storage Warehouse** licenses.

3. Where should I display my Self-Storage Facility License?

You must post the license in the office of each self-storage facility in a place where consumers can easily see it.

II. Price and Price Increase Disclosures

1. What is an occupancy fee?

An occupancy fee is the total cost of all required recurring fees (e.g., monthly fees), excluding any penalty fees.

2. What is an occupancy agreement?

An occupancy agreement (lease) is a written agreement explaining the terms for renting a storage space at a self-storage facility.

The occupancy agreement must include the following price disclosures:

- The final amount—itemized—the consumer must pay in the initial transaction.
- The guaranteed duration of the monthly occupancy fee (the per-month payment) that is in effect for the first month of the occupancy agreement; in other words, how long the consumer is guaranteed to pay the occupancy fee identified for the first month of tenancy.
- The maximum monthly occupancy fee that the self-storage facility operator could charge during the first 12 months of the occupancy agreement.

3. What pricing disclosures must a self-storage facility operator make *before* entering an occupancy agreement with a consumer?

Before a consumer signs an occupancy agreement, the self-storage facility operator must provide:

- A **schedule of rates** that contains the following price disclosures:
 - The occupancy fee.
 - Any difference in price between the occupancy fee to be charged to the consumer and the occupancy fee in the “[master schedule of rates](#)” (see description below in Question 5 of this section) for the same class of unit. These differences may include promotional or introductory pricing or offers.
 - Other mandatory rates or charges related to renting the storage unit, including, but not limited to, late payment or other penalty fees.
- Starting February 1, 2028, a copy of the “[two-year average price increase disclosure](#)”, described in further detail in Question 6 of this section.

Note: The self-storage facility operator must provide the consumer with both the schedule of rates and the two-year average price increase disclosure (the latter, only after February 1, 2028) before providing the consumer with the occupancy agreement. Accordingly, the schedule of rates and two-year price disclosure must be independent documents and cannot be incorporated into the occupancy agreement.

4. Can a self-storage facility operator change prices *after* the occupancy agreement is signed?

Yes, but a self-storage facility operator must provide notice to the consumer of the change in price before making changes.

Operators must disclose:

- Any increase to the occupancy fee at least 60 days prior to the change.
- Any change to a charge or fee, or the initiation of a new rate or fee not previously included in the schedule of rates, at least 60 days prior to the change.
 - **Note:** The “new rate or charge” that must be disclosed includes both (i) new categories of rates or changes not included in the initial schedule of rates (*i.e.*, a new type of rate, charge, or fee) and (ii) any increases in the amount of a rate or charge previously disclosed (*e.g.*, an increase in late fees).
- Upon the anniversary of the occupancy agreement, the maximum occupancy fee that can be charged to a consumer during the next 12 months. Please note that:
 - This disclosure must be made at least 60 days prior to the anniversary of the occupancy agreement.
 - The maximum occupancy fee figure in this disclosure should be the maximum occupancy fee the self-storage facility operator will charge during the 12-month period beginning with the anniversary of the occupancy agreement and not from the date of the notice.

5. Where and how must the master schedule of rates be disclosed?

A self-storage facility operator must post their current “master schedule of rates” for each of their New York City facilities on their website(s) where consumers can easily find it.

The master schedule of rates must include:

- All occupancy fees for each class of storage units made available in that facility;
- Clear and understandable descriptions of each class of storage unit, as determined by the operator, *e.g.*, by size, type, features/amenities, or location.

In addition, the master schedule of rates:

- Can be the same as what has been available on a self-storage facility operator’s current website, so long as it is clearly identified as the master schedule of rates and contains all required information.
- Can be aggregated with other New York City locations of the self-storage facility operating under the same trade name, such that multiple facilities’ master schedules of rates are accessible on one webpage.
- Must be accessible on the same webpage where consumers select a storage unit for rental.
- Must show the updated occupancy fees that consumers would pay at checkout (exclusive of any promotional or introductory pricing offers).

6. When and how must self-storage facility operators disclose the two-year average price increase disclosure?

Beginning February 1, 2028, and every February 1 thereafter, a self-storage facility operator must disclose the average percentage increase on monthly occupancy fees for the previous two calendar years. Please note that:

- Self-storage facility operators are required to post the two-year average price disclosure conspicuously on their website and should provide a copy of the two-year average price disclosure (as well as the schedule of rates) to consumers prior to the signing of the occupancy agreement.
- The first such disclosure will cover the period from January 1, 2026, to December 31, 2027.

- The Department will provide the methodology for calculating the percentage increase well ahead of February 1, 2028.

III. Nonpayment and Sale of a Consumer's Possessions

The New York State Lien Law gives self-storage facility operators a right to deny access to, and to sell, the goods a consumer stores in a self-storage unit in order to recover unpaid fees and charges. This right is called a lien and is referred to below as the “lien process.”

1. What disclosure requirements relating to the lien process must be included in the Occupancy Agreement?

Each Occupancy Agreement must include:

- Disclosures required by subdivision 2 of § 182 of the New York Lien Law.
- The licensee's policies on:
 - Denying a consumer's access to their personal property and initiating the process for the public or private sale of a consumer's personal property.
 - How much notice the self-storage facility will provide to the consumer in which to cure or remove their property in advance of any access denial or sale.
 - How a consumer can dispute or fix the reasons for a denial or sale.
- 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.

2. What disclosures must a self-storage facility operator make prior to enforcing a lien against a consumer?

Self-storage facility operators must follow the procedures required under subdivision 7 of § 182 of the Lien Law. The *additional* requirements for self-storage licensees in New York City include the requirement to:

- Provide notices required under subdivision 7 of § 182 of the Lien Law via text message if a consumer consents to receiving text notices in addition to other methods of notice. *Text message notices do not replace other required methods of notice.* Please note that:
 - Such notices must be sent to all occupants who have consented or elected to receive communications from the self-storage facility operator via text message.
 - For all occupancy agreements entered into after November 1, 2026, self-storage facility operators should make such election available to consumers in the occupancy agreement.
 - The entire body of the notice does not have to be included in the text and instead can include a hyperlink to the notice.
 - All notices regarding the self-storage facility operator's enforcement of liens must clearly indicate they are from the self-storage facility operator and that they pertain to the enforcement of liens. They must also specify whether the occupant is at risk of losing access to their property and/or that their property will be sold.

3. Are there any other disclosure requirements relating to the lien process?

Yes. Each billing statement must contain the following statement: “If you fail to pay your occupancy fee or other charges by [monthly payment deadline], [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.”

- The date in this statement should be the earliest date on which the self-storage facility operator may restrict the consumer’s access to the storage unit.

4. Can a consumer request access to any of their property after the self-storage facility operator provided notice that it will be enforcing its lien?

If consumers fail to cure or resolve the underlying issue that caused the licensee to initiate the lien process, the *only* circumstance in which consumers can request access to any property relates to the very specific categories of government-issued identification or prescription medication being stored in the unit. Consumers must be provided the ability to request that the self-storage facility operator retrieve prescription medications and governmental identifications from a storage unit after the operator has provided notice to the consumer of its intent to enforce its lien, but in advance of any sale.

Please note the following concerning the consumer’s right to request access to medications and governmental identifications:

- The right shall not otherwise interfere with the lien enforcement process pursuant to New York Lien Law Section 182 – a request cannot delay an appropriately noticed and scheduled private sale.
- The self-storage facility operator should respond to such requests within three business days, and in response, inform the consumer of when they are able to retrieve their essential goods from the operator.
- The Rules do not provide consumers the right to access storage units themselves, but licensees may grant them access in their discretion or may retrieve the essential goods themselves to provide to the consumer.
- Self-storage facility operator employees should use reasonable efforts to locate and retrieve prescription medications and government-issued identifications. If such essential goods are not found, the self-storage facility should indicate the search in its records.
- If licensees opt to prohibit the storage of government-issued identification or prescription medication in their facilities, such prohibition must be clearly and conspicuously disclosed in every occupancy agreement.

IV. Cleanliness and Advertising Requirements

1. What are the cleanliness requirements for self-storage facilities?

A self-storage facility operator must designate an employee to certify to the best of their knowledge each month that common areas and unoccupied units remain free of unsanitary conditions, also known as “indoor allergen hazards.” If licensees identify the existence of any of these conditions, the monthly certification should indicate what conditions were detected and identify how they are or have been remediated. The certification itself cannot be delegated to a contractor or other third party; however, the detection of vermin, pests, mold, or other conditions—and the remediation of same—can be outsourced to a third party.

Please note that this requirement does not mandate that licensees gain access to occupied storage units.

2. What are the advertising requirements for self-storage facilities?

All businesses in New York City must comply with the New York City Consumer Protection Law, located in NYC Administrative Code section 20-700 *et seq.*, and the advertising rules located in [Part 2 of Subchapter A of Chapter 5 of Title 6](#) of the Rules of the City of New York.

Additionally, advertisements for self-storage facilities

- Must clearly disclose all exclusions, conditions, or limitations on advertised prices;
- Must disclose the total monthly price, including the occupancy fee and any non-recurring mandatory charge, more prominently than other information.
- Cannot claim that the entire facility—which includes occupied units—is kept clean by the self-storage facility operator.
- Licensees who are in compliance with the cleanliness provisions of the Rules, including the monthly certification, can make representations of the monthly cleanliness verifications in advertisements.

V. Recordkeeping

1. What records must a self-storage operator maintain?

Self-storage facility operators must maintain the following records for each consumer, in an electronic format, for at least three years:

- The signed and dated occupancy agreement.
- The signed and dated schedule of rates provided to the consumer.
- A copy of any notice of a new rate or charge not previously included in the schedule of rates.
- A copy of any notice of an increased occupancy fee provided to the consumer.
- A copy of any explanation of a termination of occupancy provided to the consumer.
- A copy of each billing statement provided to the consumer.
- A copy of any notice provided to the consumer pursuant to subdivision 7 of section 182 of the New York Lien Law.
- A copy of records sufficient to demonstrate compliance with cleanliness requirements.

Starting on February 1, 2028, self-storage facility operators must also maintain an electronic copy of the two-year average price increase disclosure.

Note: These records must be made available to DCWP inspectors for inspection upon request. Accordingly, self-storage facility operators should ensure that they have at least one employee on premise who can access these records. To the extent these documents are requested by the Department in a document request, self-storage facility operators will have twenty (20) days to produce the documents to the Department.

2. How does the recordkeeping log requirement work?

All licensees must maintain a log that includes at least the following information for each disclosure made to a consumer (including those disclosures in the occupancy agreement, schedule of rates, notices of any change in monthly rate or fee, lien enforcement notices, and notices of termination of occupancy):

- Date transmitted.
- Method of transmission.
- Any changes to the occupancy rates or fees.
- Effective date of new rates or charges.

VI. Compliance and Complaints

1. Will self-storage facilities be inspected?

DCWP inspectors may visit your facility to conduct inspections on licensing requirements and general business compliance.

DCWP may also investigate your business for violations of the requirements outlined in this FAQ and the laws that DCWP enforces.

Businesses are responsible for knowing and complying with current regulations that affect their business. Learn more at nyc.gov/BusinessToolbox.

2. What happens if a self-storage facility operator violates one of the laws or rules all licensees are required to adhere to after November 1, 2026?

All licensees will receive a business education visit from the Department's "Visiting Inspector Program (VIP)" to ensure that self-storage facility operators are prepared for future inspections and understand how to comply with their legal obligations. No violations will be issued during these initial VIP inspections.

After November 1, 2026, if DCWP determines that you violated the law or the rules, you may receive a summons detailing the violations and relevant sections of law, or a written correspondence from the Department's General Counsel Division.

If you receive a summons, you will have an opportunity to appear at the NYC Office of Administrative Trials and Hearings (OATH) and respond to the summons and defend the charges.

If the charges are sustained, you will be issued a civil penalty.

Alternatively, a self-storage facility operator who receives a summons can plead guilty to the charges and accept any settlement agreement offered by the DCWP, as applicable.

For more information about violations and penalties, see 6 RCNY section 6-90.

3. Where can I submit a complaint about a self-storage facility operator?

To file a complaint, contact DCWP:

- Visit nyc.gov/dcwp
- Call 311 (212-NEW-YORK outside NYC)