

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 and 4759.2, relative to self-service storage facilities; to
4 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 the sale
6 or other disposition of certain movable property; to provide for definitions and
7 procedures; and to provide for related matters.

8 Be it enacted by the Legislature of Louisiana:

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

11 §4757. Definitions

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

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

15 (2) **"Electronic mail"** means an electronic message that is transmitted between
16 two or more telecommunications devices, computers, or electronic devices capable
17 of receiving electronic messages, whether or not the message is converted to printed

1 format after receipt or is viewed upon transmission or stored for later retrieval.

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

4 ~~(2)~~(3) "Electronic mail address" means a destination, commonly expressed
5 as a string of characters, to which electronic mail can be sent or delivered. An
6 "electronic mail address" may include a user name or mailbox and a reference to an
7 Internet domain.

8 ~~(3)~~(4) "Last known address" means the mailing address or the electronic mail
9 address provided by the lessee in the latest rental agreement or, **subject to any**
10 **requirements in the rental agreement**, the mailing address or the electronic mail
11 address provided by the lessee in a subsequent written notice of a change of address.

12 ~~(4)~~(5) "Lessee" means a person, his sublessee, successor, or assign, entitled
13 to the use of storage space at a self-service storage facility under a rental agreement,
14 to the exclusion of others.

15 ~~(5)~~(6) "Owner" means the owner, operator, lessor, or sublessor of a
16 self-service storage facility, his agent, or any other person authorized by him to
17 manage the facility or to receive rent from a lessee under a rental agreement.

18 ~~(6)~~(7) "Rental agreement" means any agreement or lease, written or oral,
19 entered into between the owner and a lessee, that establishes or modifies the terms,
20 conditions, rules, or any other provisions concerning the use of self-service storage
21 facility. **The rental agreement may be delivered and accepted electronically.**

22 ~~(7)~~(8) "Self-service storage facility" means any real property designed and
23 used for the purpose of renting or leasing individual storage space to lessees who are
24 to have access to such for the purpose of storing and removing movable property. No
25 lessee shall use a self-service storage facility for residential purposes. A self-service
26 storage facility shall not be considered as a warehouse subject to the provisions of
27 Title 10 of the Louisiana Revised Statutes; however, if an owner issues any
28 warehouse receipt, bill of lading, or other document of title for the movable property
29 stored, the owner and the lessees shall be subject to the provisions of Title 10 of the

1 Louisiana Revised Statutes and the provisions of this Part shall not apply.

2 ~~(8)~~(9) "Verified mail" means any method of mailing that is offered by the
3 United States Postal Service or a private delivery service that provides evidence of
4 mailing.

5 ~~(9)~~(10) "Wireless telecommunications device" means a cellular telephone,
6 a text messaging device, a personal digital assistant, a stand-alone computer, or any
7 other substantially similar wireless device.

8 * * *

9 §4758.1. Notice of privilege

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

13 * * *

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

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

24 * * *

25 §4759. Options of owner upon lessee's default

26 In the event of default by the lessee, the owner of a self-service storage
27 facility has the option to enforce judicially all of his rights under the rental
28 agreement, including, if the agreement so provides, his right to accelerate all rentals
29 that will become due in the future for the full term of the lease or to cancel the lease

1 and enforce his privilege for the debt due him, as follows:

2 * * *

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

10 * * *

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

18 * * *

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

27 * * *

28 **§4759.1. Termination of rental agreement**

29 **A. An owner may terminate a rental agreement in accordance with the**

1 provisions of the rental agreement or as authorized by law by delivering to the
2 lessee a written notice of termination. The notice shall include the following
3 information:

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

7 (2) The owner may limit access to the self-service storage facility to
8 certain hours of the day.

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

11 B. Upon default of the lessee as provided in Subsection A of this Section,
12 the owner may assert a lien privilege on any personal property remaining at the
13 self-service storage facility and may enforce the lien by sale or public auction
14 in accordance with this Part, except the requirement to advertise in accordance
15 with this Part shall not apply.

16 §4759.2. Nonrenewal of rental agreement; abandonment

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

21 B. Any personal property remaining at the self-service storage facility
22 fifteen days after expiration of the rental agreement shall be deemed
23 abandoned. Upon determination that the storage space is abandoned, the owner
24 shall have the right to dispose of the personal property without further notice
25 to the lessee.

The original instrument and the following digest, which constitutes no part of the legislative instrument, were prepared by Senate Legislative Services. The keyword, summary, and digest do not constitute part of the law or proof or indicia of legislative intent. [R.S. 1:13(B) and 24:177(E)]

DIGEST

SB 165 Engrossed

2026 Regular Session

Abraham

Present law provides for the regulation of self-service storage facilities.

Present law provides for definitions.

Proposed law retains present law and defines the term "default" and revises the definition of "rental agreement" to clarify that a rental agreement may be delivered and accepted electronically.

Present law provides that a lessee of a self-storage unit shall be given a notice of privilege before enforcement of the privilege by an owner. Provides that notification of the privilege is satisfied by either inclusion on an executed written agreement or by written notification sent to the lessee via verified mail to the lessee's last known address, by electronic mail to the lessee's primary and secondary email addresses listed in the rental agreement, and by text message to the lessee's wireless telecommunications device if listed in the rental agreement.

Proposed law retains present law requiring delivery of notice of privilege by verified mail to the lessee's last known address and provides that delivery by electronic mail shall be delivered to an email address provided by the lessee and listed in the rental agreement.

Present law provides that if an owner of a self-storage unit does not have a written rental agreement that includes a notice of the privilege, he shall not initiate an enforcement action until 30 days after the written notice of privilege is mailed to the lessee.

Proposed law maintains the requirement that an owner without a written rental agreement containing a notice of privilege may not initiate enforcement until 30 days after written notice is mailed and delivered to the lessee.

Present law provides that in the event of a default by a lessee, the owner of a self-service storage facility has the option to enforce judicially all of his rights under the rental agreement, including, if the agreement so provides, his right to accelerate all rentals that will become due in the future for the full term of the lease or to cancel the lease and enforce his privilege for the debt due him.

Present law provides that to cancel the lease and enforce the privilege for debt due him, the owner shall compile a list of the property subject to the privilege, provide notice to the lessee that he intends to enforce his privilege, and advertise the sale or other disposition of the property subject to the privilege.

Proposed law retains present law and changes delivery of notice to verified mail to the last known address of the lessee and by electronic mail to the email address listed in the rental agreement.

Present law requires the advertisement of the sale or other disposition of movable property 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.

Present law provides that the owner may tow certain movable property when rent and other charges remain unpaid for sixty days.

Proposed law removes present law requirement that rent and other charges are unpaid for 60 days and allows the owner to tow certain movable property when the lessee is in default for sixty days.

Proposed law requires that written notice of termination be delivered to the lessee 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 default of the lessee, the owner may assert a lien privilege on any personal property remaining at the self-service storage facility and may enforce the lien by sale or public auction as provided in present law except the advertisement requirement.

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 and 4759.2)

Summary of Amendments Adopted by Senate

Committee Amendments Proposed by Senate Committee on Commerce, Consumer Protection, and International Affairs to the original bill

1. Allows owner to tow certain movable property if the lessee is in default for 60 days.
2. Removes provisions relative to the effect of an unsigned rental agreement.
3. Makes technical changes.