Consumer and Worker Protection

Comments Received by the Department of Consumer and Worker Protection on

Proposed Rules related to Self-Storage Facilities and Storage Warehouses

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From: Brett Nelson
To: rulecomments (DCWP)
Subject: [EXTERNAL] Extra Space Storage Inc. - Comments to Proposed Rules
Date: Friday, May 15, 2026 7:01:57 PM
Attachments: FORMAL WRITTEN COMMENT OF EXTRA SPACE STORAGE - 5.15.26.pdf

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Please see the attached comments of Extra Space Storage Inc., applicable to the DCWP's proposed rules for storage facilities in New York City. Please let me know if you have any questions.

Regards,

brett nelson | svp, general counsel | extra space storage

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FORMAL WRITTEN COMMENT OF EXTRA SPACE STORAGE INC.

Submitted in Response to the Notice of Public Hearing and Opportunity to Comment on Proposed Rules Relating to Self-Storage Facilities and Storage Warehouses

New York City Department of Consumer and Worker Protection Reference Number: 2026 RG 022

Date of Submission: May 15, 2026

I. Introduction and Identification of Submitting Party

The Department of Consumer and Worker Protection ("DCWP" or "Department") has proposed rules to implement Local Law 171 of 2025 ("LL 171") and Local Law 162 of 2025 ("LL 162"), which establishes a new licensing requirement for self-storage facilities, and imposes certain fee disclosure and notice requirements on self-storage facilities and storage warehouses, respectively (the "Proposed Rules"). Extra Space Storage Inc. ("Extra Space" or the "Company") respectfully submits this statement in response to the Department's Notice of Public Hearing and Opportunity to Comment on the Proposed Rules, published by the Department under Reference Number 2026 RG 022.

Extra Space is a publicly traded self-storage operator (NYSE: EXR) and the largest operator of self-storage properties in the United States, operating approximately 60 locations across New York City. As one of the largest employers and taxpayers in the self-storage sector in the five boroughs, Extra Space has a strong interest in ensuring that any regulatory framework governing its operations is workable and proportionate. Extra Space submits this statement on its own behalf, but in alignment with the shared concerns of the New York Self Storage Association ("NYSSA"), a trade organization whose members collectively operate a substantial portion of the more than 300 self-storage facilities in New York City. While the Company does not purport to speak on behalf of any other entity, the positions articulated herein reflect industry-wide concerns about the scope, legality, and practical impact of the Proposed Rules.

Extra Space supports the consumer protection objectives underlying both LL 171 and LL 162, and is committed to transparent and fair dealings with its tenants. The Company values its ongoing relationship with the Department and welcomes the opportunity to engage constructively in this rulemaking process. However, as set forth below, Extra Space has identified numerous provisions in the Proposed Rules that, in their current form, exceed the Department's statutory authority, duplicate existing laws, or impose compliance burdens disproportionate to their intended benefits. Extra Space submits these comments in the interest of fostering a productive outcome, and urges the Department to consider the proposed modifications identified herein in addition to other changes to address feasibility concerns about operator compliance.

II. DCWP's Proposed Rules Are Unduly Burdensome

A. The Proposed Rules Go Beyond What the Local Laws Authorize

The Department has used the rulemaking process not merely to implement LL 171 and LL 162, but to construct an entirely new regulatory regime. The Proposed Rules regulate advertising content (section 2-496), impose unrealistic cleanliness and pest management standards (section 2-495), mandate access to storage units irrespective of account status (section 2-495(b)), and require annual forward-looking maximum rate disclosures (section 2-494(i)). None of these subjects is addressed in LL 171 or LL 162, and these regulations extend substantially beyond the scope of either statute.

B. Compliance Costs Are Substantial and Disproportionate

The Proposed Rules, taken as a whole, will require operators to undertake significant and costly operational challenges disproportionate to the consumer benefits they seek to achieve. This is particularly true for smaller, independent operators who lack the institutional resources of larger companies. Extra Space raises these concerns not to resist reasonable regulation, but to ensure that the Department has a full picture of the practical impact of its proposals.

Recordkeeping. Section 2-493 requires operators to maintain, for at least three years and in electronic format, an extensive array of records for each occupant, including signed occupancy agreements, signed schedules of rates, copies of every notice and billing statement, copies of lien law notices, and a detailed log of all agreements, notices, and explanations—with each log entry recording the date transmitted, method of transmission, occupancy fee as of the date of the notice, effective date of any fee change, and the new fee amount. Operators must also maintain records sufficient to demonstrate compliance with the price increase disclosure requirements of section 2-497, including copies of every disclosure posted to the facility's website, disaggregated data for each occupant showing fee increases in both dollar and percentage terms, and records demonstrating the calculation methodology. And all of these records must be maintained in electronic format and made "immediately available for inspection by the Department" at the facility. By itself, the "immediately available" standard is unworkable.

As a practical matter, for a company operating 60 facilities with thousands of occupants across New York City, this recordkeeping regime will require substantial investment in new or upgraded information technology systems, the hiring of new employees, staff training, and ongoing and dedicated data management. With respect to the smaller operators that NYSSA's membership includes, those businesses likely lack the existing infrastructure to comply with these new demands and may need to invest in systems they cannot afford. The practical effect will be detrimental to small business operators and reduce competition, ultimately resulting in fewer choices and higher prices—outcomes contrary to consumer welfare.

Weekly Cleanliness Certification. Section 2-495(a)(1) requires operators to "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 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." This requirement effectively mandates the creation of a compliance role (i.e., a weekly certifying employee). Furthermore, compliance will require regular inspections of every unoccupied unit, documentation, and potentially the weekly engagement of licensed pest management professionals, all at significant (and ongoing) cost. And of course, given the well-documented persistence of pest populations in New York City, weekly certification that *any* commercial building remains entirely free of rodents presents an extraordinarily difficult, if not impossible, standard of compliance.

Compliance Cost. Taking the Proposed Rules as a whole, Extra Space estimates that compliance would require, at minimum: (i) the hiring or designation of one or more compliance officers (ii) significant expenditure on electronic systems to meet the recordkeeping requirements; (iii) costs for weekly inspection, certification, and pest management; and (iv) redesign and republication of all occupancy agreements, billing statements, and advertising materials. Operators may be forced to pass some of these costs through to consumers in the form of higher occupancy fees, thereby undermining the very consumer protection goals the Proposed Rules purport to advance.

C. Penalties Are Disproportionate and Lack a Cure Period

The penalty schedule in section 6-90 of the Proposed Rules imposes first-violation penalties of $750 for most infractions, escalating to $1,000 for subsequent violations, with default penalties of $1,000 at every tier. For violations of the deceptive practices provisions (sections 2-496 and 2-497), penalties begin at $525 for first violations and escalate to $3,500 for subsequent violations. Critically, each subdivision, paragraph, or other provision charged constitutes a separate violation, and continuing violations are treated as separate for each day of continuance. This means that a single compliance lapse, such as an occupancy agreement that omits even one required disclosure, could result in dozens of violations, each carrying its own penalty.

Extra Space respectfully submits that there is no basis, under this schedule, for denying operators the opportunity to cure first-time violations before these penalties attach. The absence of a cure period, particularly for non-willful violations such as technical recordkeeping requirements, raises fundamental concerns about proportionality and due process.

D. No Stated Rationale for Rate Increase Notifications

The Proposed Rules require operators to disclose the "maximum occupancy fee" that could be charged during the upcoming 12 months at least 60 days prior to each annual anniversary, and to post the "average percentage increase" imposed on occupants over the prior two calendar years. Neither the Proposed Rules nor the Statement of Basis and Purpose provide any rationale for selecting these particular time periods (12 months forward, two calendar years backward) or for the structure of these disclosure obligations. Extra Space respectfully requests that the Department articulate its methodology and invite further public comment on these parameters before finalizing them.

E. Excessive Disclosures

The Proposed Rules impose a significant number of mandatory disclosures: the first page of the occupancy agreement, the body of the occupancy agreement, the schedule of rates, each billing statement, each fee increase notice, each annual maximum-rate notice, the facility's website, and advertising materials. Consumers are likely to be overwhelmed and confused by redundant and voluminous disclosures scattered across multiple documents and platforms. Extra Space respectfully proposes that the Department consider consolidating its disclosure requirements into a single, standardized summary document, to be provided *once* at the time of lease execution which contains all material disclosures displayed clearly.

F. The Rate Disclosure Requirements Raise Competitive and Privacy Concerns

Beyond the compliance burdens discussed above, the rate disclosure requirements of sections 2-494(f) and 2-497 raise significant competitive concerns. By requiring operators to post projected maximum occupancy fees twelve months into the future and to disclose average percentage increases over the prior two calendar years, the Proposed Rules create a transparent pricing environment that facilitates coordination among competitors. In the self-storage market, where pricing is driven by supply, demand, and local competition, mandating public disclosure of forward-looking rate ceilings and historical pricing patterns gives each operator visibility into competitors' pricing strategies. Yet mandated price transparency among competitors can actually produce effects equivalent to price-fixing agreements, particularly in concentrated local markets such as New York City. Extra Space respectfully submits that the Department should evaluate whether these disclosure mandates run afoul of antitrust law before finalizing them.

Furthermore, the recordkeeping and disclosure requirements implicate serious privacy concerns. Section 2-493(b) requires operators to maintain separate data for each occupant showing fee increases in both dollar and percentage terms, and to make these records available to the Department. This information (how operators calculate their percentage increases) is not only proprietary, but it raises privacy concerns for consumers whose storage arrangements and pricing would be disclosed to a government agency without their consent. Extra Space urges the Department to consider these implications.

III. <u>The DCWP Fundamentally Misunderstands the Self-Storage Business Model</u>

A. Self-Storage Is a Landlord-Tenant Relationship

The Proposed Rules, in several respects, reflect a misunderstanding of the nature of the self-storage business that Extra Space believes can be addressed through further dialogue with industry participants. Self-storage operators do not provide a subscription service akin to digital streaming platforms. A self-storage occupancy is a landlord-tenant relationship governed by a written occupancy agreement and, in New York, by Article 9-A of the Lien Law. The occupant leases a defined physical space for the storage of tangible personal property, and the relationship is governed by real-property and personal-property law concepts—including possessory interests, lien rights, and duties of care.

The Department's Statement of Basis and Purpose treats self-storage facilities and storage *warehouses* as components of a single regulatory scheme, but these are two distinct

business models. A storage warehouse takes physical custody and control of a consumer's goods; a self-storage facility provides a physical space that the occupant accesses and controls. This distinction goes to the heart of the duty of care, insurance obligations, and the nature of the contractual relationship.

B. Proposed Cancellation Provisions Ignore the Realities of Physical Property

Section 2-494(c) requires operators to provide occupants with the option to cancel "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." This provision appears to be modeled on subscription cancellation rules and, as currently drafted, does not account for the unique characteristics of the self-storage industry. By way of illustration, when a consumer cancels a streaming subscription, the service simply ends. When a self-storage occupant "cancels," his or her tangible personal property remains on the premises and must be retrieved or disposed of. This process is not automatic, and often involves disputes over property that has been abandoned on-site. It also has the ability to limit an operator's ability to re-rent a unit to a different occupant because the previous occupant has left personal property behind.

Extra Space simply proposes a requirement for an occupancy agreement to contain clearly language explaining how an occupant may terminate his or her agreement.

C. Certain Undefined and Ambiguous Terms Require Clarification

The Proposed Rules employ several terms that are undefined or ambiguous, which could expand the scope of the regulations beyond what operators can even anticipate (or perhaps beyond what the DCWP even intended). For example:

"Indoor allergen hazard." Section 2-495(a) requires weekly certification that common areas and unoccupied units are "free of indoor allergen hazards," incorporating a definition from the Housing Maintenance Code designed for residential dwellings. Applying residential habitability standards to commercial self-storage facilities is unreasonable. The Department should define cleanliness standards specific to the self-storage context, focused on conditions posing actual risk to stored property (e.g., pest issues, water infiltration, and mold).

"Simple cancellation mechanism." This term is undefined and provides no guidance as to what qualifies as "simple," which could lead to inconsistent enforcement. The Department should define it to mean a written notice process, delivered by electronic mail, with a response time not to exceed five (5) business days.

"Essential goods." Section 2-495(b) requires operators to allow access to retrieve "necessary medication or medical supplies" and documents "necessary to enable the occupant to apply for social welfare benefits or employment," irrespective of account status. The terms "necessary medication" and "documents that are necessary" are undefined, placing facility personnel in the position of making medical and legal necessity determinations for which they may not be qualified. The provision also raises security concerns by creating a right of access to a unit for which the occupant may no longer be paying, undermining an operator's right to deny access due to non-payment. At a minimum, the Department should set forth a specific and

reasonable process—such as supervised access during business hours upon written request, and identifying the specific items to be retrieved.

"As easy to use." The requirement that a cancellation mechanism be "as easy to use as the mechanism that the occupant used to enter the occupancy agreement" is vague and arbitrary. For example, if an occupancy agreement was executed in person, who determines whether an in-person or online cancellation process is easier? The standard as written is unworkable and, like many other provisions, fails to account for the everyday realities of self-storage operations.

D. The "Schedule of Rates" Lacks Sufficient Definition

The Proposed Rules use the term "schedule of rates" repeatedly, but fail to precisely define what that term means. Throughout the rules, the term appears to suggest two different concepts: (1) the individual occupancy fee applicable to a specific customer pursuant to a specific agreement, and (2) the facility's publicly available pricing for *all* unit types and sizes. This distinction is important to understand because self-storage facilities offer many different configurations of storage spaces, with pricing that fluctuates based on supply and demand, unit availability, specific unit attributes and promotional offers. If the "schedule of rates" is interpreted as an across the board, facility-wide rate structure, requiring operators to notify customers each time that schedule changes (even when the change has no impact on their occupancy fee), that would be extraordinarily burdensome, unnecessary, and confusing to consumers, especially in a dynamic pricing environment used by most operators.

Similarly, the requirement in section 2-494(d)(4) that operators post the "current schedule of rates" on their websites is not feasible in its current form. Rental rates are already available for consumers to search by facility location, unit size, and price, and a static "schedule" does not reflect the realities of a market in which pricing changes, often rapidly, in response to real-time demand. Extra Space respectfully suggests that the Department clarify the definition of "schedule of rates."

Relatedly, the advertising provisions of section 2-496 are ambiguous and could actually harm consumers. If read to prohibit advertising promotional prices or limited-time specials, these provisions would prevent operators from offering deals that benefit consumers—a result that is plainly at odds with consumer protection objectives. The Department should clarify that operators may advertise promotional pricing so long as the terms of such pricing are transparently disclosed.

IV. The Proposed Rules Are Duplicative of and Conflict with Existing Law

A. Duplication of Existing State and Local Law Obligations

Several provisions of the Proposed Rules impose obligations that are already mandated by existing state or local law. The self-storage industry is subject to extensive regulation under New York's Lien Law (Article 9-A), the Administrative Code, and the Consumer Protection Law. Layering duplicative requirements without articulating the gaps they are intended to fill risks creating an overlapping framework that generates confusion for operators, and exposes the them to dual liability for the same conduct.

Lien Law Disclosures. Sections 2-494(b)(2) and 2-494(b)(6)(i) of the Proposed Rules require occupancy agreements to include disclosures already mandated by subdivision 2 of section 182 of the New York Lien Law—with the added requirement that the first page of the occupancy agreement include all of the disclosures required by subparagraphs (iii) and (iv) of paragraph (a) of subdivision 2 of section 182 of the Lien Law. Setting aside the feasibility of "clearly and conspicuously" including the entirety of these disclosures on a single page, the Proposed Rules essentially create two separate (but parallel) enforcement mechanisms that potentially expose operators to dual liability for the same conduct. Extra Space respectfully suggests that the Department streamline these provisions to avoid redundancy.

Schedule of Rates Requirements. LL 171 already requires self-storage operators to provide a schedule of rates showing all occupancy fees and other charges before entering into an occupancy agreement, retain signed copies, and refrain from collecting unlisted rate or charge without prior notice. Section 2-494(d) of the Proposed Rules layers additional prescriptive requirements on top of this statutory mandate—including that the schedule describe whether the charges are "mandatory or optional," that all variant occupancy fees contain descriptions of when they are available and when they expire, and that the schedule be posted on the operator's website. While Extra Space recognizes that the Department has authority to promulgate rules implementing the statute, many of these additional requirements do not appear to be contemplated by the text of LL 171.

60-Day Notice Requirement. LL 162 requires self-storage operators to provide at least 60 days' notice prior to increasing any occupancy fee. Section 2-494(e) of the Proposed Rules extends this 60-day notice requirement to *any* "new rate or charge not previously included in the schedule of rates." This is a material expansion beyond the statutory text of LL 171, which requires only "prior notice," not 60 days' notice, for new rates or charges not included in the original schedule. The Department appears to have extended the 60-day requirement from LL 162's occupancy fee provision and applied it to a distinct obligation under LL 171. Extra Space respectfully requests that the Department clarify the statutory authority for this provision.

B. Conflicts with Enabling Legislation

Exceeding the Penalty Authority. LL 171 provides that violations of the self-storage licensing subchapter or rules promulgated thereunder are subject to a civil penalty "not to exceed $1,000 for each violation." The Proposed Rules, however, invoke Section 20-703(d) of the Administrative Code to impose penalties of up to $3,500 per violation for "knowing" violations of sections 2-496 and 2-497. Extra Space questions whether this approach is consistent with the Council's express intent in setting a penalty "not to exceed" $1,000 for self-storage violations under LL 171.

Cancellation Requirements Exceed LL 171 and LL 162. Section 2-494(c) of the Proposed Rules requires operators to offer occupants the option to cancel an occupancy agreement "at any time using a simple cancellation mechanism" that matches the medium and ease of the original enrollment process. But neither LL 171 nor LL 162 contains any provision authorizing the Department to mandate specific cancellation procedures, making this a significant addition without any statutory basis, that perhaps warrants further discussion with industry stakeholders.

Mandatory Occupancy Agreement Content. Sections 2-494(b)(3), (5), and (6) impose mandatory content requirements for occupancy agreements—including prohibitions on certain exculpatory clauses, disclosures regarding lien enforcement policies, and prominent first-page itemizations. LL 171 does not authorize the Department to prescribe the content of occupancy agreements beyond the schedule of rates requirement, and these requirements interfere with private contracts in ways that appear to exceed the Department's statutory authorization.

C. Additional Conflicts with State Law

Section 2-494(a) requires operators to provide notices and explanations "using a method designated by the occupant, which may include mail, electronic mail, or text message." However, New York Lien Law section 182, subdivision 7, requires that notice of enforcement of a lien via public or private sale be sent by certified mail. The Proposed Rules' notice framework directly conflicts with the Lien Law's mandatory certified mail requirement for lien enforcement notices. Operators who follow the Proposed Rules' may find themselves in violation of the Lien Law, and vice-versa. This conflict will likely generate confusion among both operators and occupants. Extra Space respectfully requests that the Department harmonize section 2-494(a) with the Lien Law by exempting lien enforcement notices from the occupant-designated delivery method.

Section 2-494(a) further provides that all disclosures, notices, or explanations must be made in any language which the self-storage facility operator uses to attract consumers. This requirement also contradicts the framework of New York Lien Law section 182, which prescribes the form and content of required disclosures without imposing a multi-language mandate. Extra Space respectfully suggests that the language of any required notice or disclosure should correspond to the language of the written occupancy agreement executed by the occupant.

V. The Proposed Rules Raise Constitutional Concerns

Extra Space respectfully submits that the Proposed Rules reflect the type of regulatory overreach that New York courts have found to be arbitrary and capricious. The Statement of Basis and Purpose references "bait-and-switch" pricing practices and notes that the Department received consumer complaints, but it does not identify how many complaints were substantiated, quantify the alleged price increases, or explain the proportion of complaints attributable to pricing versus other issues. Given that several hundred thousand consumers utilize self-storage facilities in New York City, a very limited amount of unsubstantiated complaints does not justify imposing a regulatory regime on the entire industry.

Furthermore, the Department does not appear to have considered less burdensome alternatives. Clearer disclosures regarding the possibility of future rate changes, or less onerous requirements for cleanliness and related certifications, could address the Department's stated concerns without imposing an industry-wide pricing, recordkeeping, and cleanliness regime.

The mandatory rate disclosure provisions of sections 2-494(f) and 2-497 also raise serious questions under the First Amendment to the United States Constitution and Article I, Section 8 of the New York Constitution. Requiring operators to predict and publicly commit to a maximum occupancy fee twelve months into the future compels speculative commercial speech

that could force operators to inflate maximums in order to provide a buffer against unforeseen cost increases, producing disclosures that are unintentionally misleading rather than informative. Where less extensive disclosure requirements are available, and the compelled speech does not remedy an identified harm, the government bears the burden of justifying the imposition—a burden the Department has not met.

Lastly, the Proposed Rules would substantially impair existing contractual relationships by imposing new conditions—such as pricing ceilings, disclosure mandates, cleanliness certifications, and access rights—onto occupancy agreements that were executed before these rules were contemplated. The retroactive imposition of these obligations on existing contracts, absent a demonstrated and significant public purpose that cannot be served by less intrusive means, raises concerns under the Contracts Clause of the United States Constitution. Extra Space urges the Department to limit the applicability of any final rules to occupancy agreements entered into *after* the effective date of such rules.

VI. Proposed Revisions

In the spirit of good faith engagement with the rulemaking process, Extra Space offers the following specific modifications to provisions of the Proposed Rules. These proposals are offered without prejudice to Extra Space's position that certain provisions should be withdrawn in their entirety, as set forth above.

Section 2-493 (Records): Amend subdivision (a) to require retention for two years rather than three, consistent with the two-year lookback period used for violation history in the penalty schedule. Amend subdivision (d) to replace "immediately available" with "available within ten business days of a written request," allowing operators reasonable time to compile and produce records.

Section 2-495(a) (Cleanliness): We propose deleting the requirement that the certifying employee certify that unoccupied units are "free of indoor allergen hazards" and replacing it with a requirement to certify that, to the "best of its knowledge," the accessible areas and unoccupied units remain free of indoor allergen hazards. This revision accomplishes two objectives. First, it addresses the practical impossibility of certifying that any building in New York City is entirely free of rodents or similar allergen sources. Second, it allows any qualified employee or officer to make the certification to the "best of its knowledge" after reviewing internal inspection reports—rather than requiring a dedicated compliance officer at each facility.

Section 6-90 (Penalty Schedule): Add a cure period of 30 days for first violations of recordkeeping and disclosure requirements (sections 2-493, 2-494(a), 2-494(b), 2-494(d), 2-494(e), 2-494(f), 2-494(g), and 2-494(h)), during which the operator will be given the opportunity to correct the violation without penalty.

VII. Conclusion

Extra Space respectfully requests that the Department: (1) withdraw provisions of the Proposed Rules that exceed its rulemaking authority under LL 171 and LL 162, including but not

limited to sections 2-494(c), 2-495, 2-496, and 2-497, to the extent not authorized by the enabling statutes; (2) modify the remaining provisions to eliminate duplication with existing law, reduce recordkeeping burdens, and introduce a cure period for first-time technical violations; (3) provide a stated basis for the specific time periods chosen for the rate increase disclosure requirements; and (4) engage meaningfully with industry stakeholders, including NYSSA and its members, to develop workable compliance standards that achieve the stated consumer protection objectives of LL 171 and LL 162 without imposing disproportionate costs on operators or consumers.

Extra Space sincerely appreciates the opportunity to participate in this rulemaking process and remains committed to working cooperatively with the Department to achieve a regulatory framework that serves the interests of consumers, operators, and the broader New York City community. The Company reserves all rights with respect to any final rules adopted by the Department.

Respectfully submitted,

EXTRA SPACE STORAGE INC.

Dated: May 15, 2026

From:	Adam Steckler
To:	rulecomments (DCWP)
Subject:	[EXTERNAL] Comments on proposed rules for self-storage
Date:	Sunday, May 17, 2026 10:05:26 AM
Attachments:	Manhattan Mini - DCWP Rule Making Points Final.pdf

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To whom it may concern,

Attached are comments from Manhattan Mini Storage on the proposed rules for LL 162 and LL 171 of 2025.

Thank you,
Adam Steckler

Adam Steckler
Chief Operating Officer

Office: [redacted]
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May 15, 2026

NYC Dept of Consumer & Worker Protection
Self-Storage Proposed Rules
Local Law 171 of 2025
Local Law 162 of 2025

Re: Proposed Rules Concerning Self-Storage Facilities / Comments from Manhattan Mini Storage

To Whom It May Concern,

The rules outlined in the DCWP rules draft dated 04/08/2026 need clarification for self-storage facility operators to comply with them. Not only are there contradictions and redundancies, but definitions of key terms blur and change throughout the document.

Additionally, the proposed rules require significant developer programming and back-office overhauls that need to be undertaken by operators to comply, which takes much longer than a couple of months before these laws go into effect.

Finally, and most importantly, many of the rules will be overburdensome for customers and would make their self-storage experience more complicated and confusing.

BACKGROUND & INTENT
The DCWP rules far exceed the language and spirit of the Int No's 1290 & 495, proposed by the City Counsel Sponsors. The intent of the two laws was to create a requirement for self-storage facilities to obtain a business license. The intent was never to regulate how facilities operate, or how operators market the facilities.

In other jurisdictions, requirements for licensing are simply submitting a business license application and paying the applicable fee. A small number of municipalities also require a fire and/or building inspection prior to issuance. Outside of those items, there are no comparable requirements to what the DCWP is proposing throughout the United States.

The proposed rules make assertions that self-storage operators in NYC are engaged in Deceptive and Unconscionable Trade Practices. There is no basis for DCWP to make this finding. The assertion is based solely on the claim the DCWP has received 232 complaints against self storage companies during the period March 10, 2025 – March 10, 2026. There is no mention these complaints have been verified as true, but merely a message received via a 311 call or the DCWP website. There is no evidence from DCWP that each complaint has been investigated nor that the validity of the complaints is true and accurate.

Our data shows 341 self-storage facilities in NYC, accounting for approximately 500,000 storage units. At an average occupancy of 85%, this would translate into 425,000 storage customers. In a typical year, about 50% of all storage customers vacate and new customers take their place, therefore the actual number of storage customers in NYC per year is approximately 635,000. If the Agency received 232 complaints over 12 months, that equates to 0.036% of storage customers submitting a complaint. (Or, stated conversely, 99.96% of customers did not submit a complaint).

Additionally, a simple public search of Google Reviews for Self Storage in NYC, shows an average Google Star rating of 4.5 and above.

SCHEDULE OF RATES

The proposed rules refer to a Schedule of Rates but blurs the definition of this term and confuses its use between a customer-specific "occupancy fee" and publicly available "schedule of rates" for the facility. The DCWP needs to define this term as one or the other and use it appropriately and consistently in the rules so that operators understand what is required.

For reference, Occupancy Fee per section 20-566 of the NYC Administrative Code is defined as 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.

If the Schedule of Rates is defined to include unit pricing and promotion, note this schedule would change frequently based on market supply and demand. The rule to notify existing customers that the schedule of rates has changed, when it has no effect on their own occupancy fee, would be impractical and overly burdensome to the customer. They would be receiving constant notifications as demand fluctuates daily and sometimes multiple times a day.

In addition to defining the Schedule of Rates more clearly, aspects within the schedule itself need clarification. The term "class of storage units" has no meaning to operators. Is this referring to size, type, location, climate controlled, ground floor, etc? Large facilities can have 50+ different specific Width x Length x Height sizes. Is each one of those a different class that must appear on a schedule of rates to be signed by a customer? If so, this also could be considered burdensome to the customer to review and sign prior to entering the rental agreement. Additionally, this would lessen the impact of and desire of the customer to read the occupancy agreement itself. Note that the occupancy agreement already includes the exact and specific unit the customer is renting, including the price with all fees identified that the customer may incur.

Per the proposed rules, the Schedule of Rates must also be posted on an operator's website in a clear and conspicuous manner. This does not specify where on the website. Many operators have hundreds or even thousands of webpages on their sites. Does it need to be on every single page? Muddying up the webpages with an extensive schedule of rates is detrimental to a customer's ability to understand how to even complete a storage rental at all. This rule makes the customer experience confusing and complicated. Also, depending on how the DCWP clarifies what the Schedule of Rates refers to, posting this online will have anti-competitive effects as it facilitates price convergence, which ultimately leads to higher prices for the consumer.

The proposed DCWP rules state that it is a deceptive trade practice to advertise, display, or offer rates other than what is reflected on the current schedule of rates. Often promotional codes are offered only to certain audiences; for example, social media influencers offer specific codes to track the impact of our advertising. This rule states that every single promotion must be listed on the schedule of rates, which is displayed in a clear and conspicuous manner online, which then negates all possibility of tracking advertising to a controlled group. The result is that operators would be less inclined to offer additional discounts to customers and customers would end up paying more.

The DCWP rules state that it is a deceptive trade practice to advertise, display, or offer occupancy fees without disclosing such occupancy fees more prominently than other pricing information. They also state that the total price of any non-recurring mandatory charge or fee required prior to occupancy must be as prominent as the occupancy fee. How can the occupancy fee be more prominent if the total price must be as prominent? This is contradictory and the standard for “more prominent” is ambiguous.

OCCUPANCY AGREEMENT

There is a substantial amount of information that is now required to be on the first page of the occupancy agreement per the proposed rules which must all be bold, clear and conspicuous. Will the DCWP provide an example of what it expects this first page to be as a safe harbor for operators? Trying to fit everything required on a single page could be detrimental to the goal of a customer-friendly occupancy agreement.

One addition to the first page of the lease is to include the final and itemized amount the occupant must pay for the initial transaction. While the intent is to give customers transparency into their initial payment, for operators who take a payment first before presenting the occupancy agreement this rule would not show that transparency. Instead, the rule should state that the final and itemized amount the occupant must pay for the initial transaction must be presented to the customer prior to taking payment and having the customer sign the lease. This would close the loophole for operators who take payment first and free up some space on the first page of the occupancy agreement for all of the other requirements.

Requiring a disclosure in the occupancy agreement about the operator’s policies for denying access and for initiating the process for public or private sale of an occupant’s personal property is not feasible nor is it customer friendly. Lien laws at the state level regularly change, and by putting this explicitly in an occupancy agreement, operators are subjected to various (and sometimes legacy) requirements. It would be more beneficial to reference the applicable state statutes that already govern these actions.

It is contradictory to include the guaranteed duration of the occupancy fee in the occupancy agreement. Self-storage occupancy agreements are 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, service beyond the first month is contradictory to the month-to-month agreement relationship.

Requiring the self-storage facility operator to provide the occupant with the option to cancel at any time is already inherent in the month-to-month nature of the agreement. Storage is different than an online service that you might “cancel”; in self-storage the customer must move their property out for the agreement to be fully canceled. Per our occupancy agreements, the customers is already required to provide a 15 day intent to vacate notice.

The DCWP is requiring operators to always allow occupants access to necessary medication or medical supplies and documents that are necessary to enable the occupant to apply for social welfare benefits or employment. Our occupancy agreement prohibits the occupant from storing such items already. Self-storage units are not safe deposit boxes. The basis of this requirement is unfounded, and the definition of the essential items is subjective and open to interpretation which will cause conflict and confrontation at the storage facility for both the customer and employees.

RATE INCREASES

The DCWP rules state 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. 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 direct 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, or something else?

Additionally, if there is the requirement to list on the occupancy agreement the maximum occupancy fee possible in the first 12 months and to send additional notices every 12 months, then what is the purpose of posting the prior two-years rate increases? This is not any more helpful to the customer than the maximum rates they will already receive.

RECORDS & NOTICES

The DCWP requires all records to be in an electronic format and made immediately available for inspection by the Department and produce such records when demanded by the Department. The sheer volume of data required under this section makes compliance impossible. A single self-storage facility in NYC has thousands of customers every year and all their documentation for the past 3 years would take significant effort that could never be immediately supplied. Additionally, this calls into question the customer's own privacy around their account and personal information unless all the data is somehow anonymized, which would require even more effort to provide.

The list of records that must be supplied to the Department to demonstrate compliance needs to be specific so there is no ambiguity for the facility operators; however, the language in the rules often states records "including but not limited to" indicating that additional documentation could be required without specifying what is needed. Additionally store level staff do not and should not have access to this detailed level of data and reports. This data needs to be provided at the corporate level.

The DCWP rules state that all disclosures, notices and explanations must be sent via the method designated by the occupant. This contradicts NY Lien Law 182. These rules cannot and should not supersede state laws, such as NY State Lien Law, which are well established and followed by storage operators.

CLEANLINESS
The DCWP rule states 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. A store employee is not qualified to make this determination. What is the definition of “free of indoor allergen hazards”? This proposed rule must be better defined- perhaps a specific vendor type who can perform monthly testing of air quality would be more reasonable.

The DCWP rules state 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) – see above on certification. Since 6 RCNY 2-495(a) is a requirement, why is this section necessary because all self-storage facilities must ensure they are clean and thus are allowed to advertise that they are clean?

We respectfully request the DCWP conduct further due diligence and investigation to ultimately narrow and clarify the proposed rules.

The final rules must focus on practical, accurate, customer-specific disclosures and avoid broad public pricing mandates, speculative future-rate disclosures, and operational requirements that have not been fully studied.

StorageMart / Manhattan Mini Storage reserves all rights and arguments regarding the proposed rules. At this stage, our request is the rules should be clear, workable, legally sound, targeted to actual consumer harm with validated complaints, and, most importantly, be consistent with the local laws they are intended to implement. Additionally, these proposed rules must not conflict with NY State Lien Laws.

Adam Steckler

Chief Operating Officer

StorageMart / Manhattan Mini Storage

From: Joe Doherty
To: rulecomments (DCWP)
Subject: [EXTERNAL] Self Storage Association cover letter and comments
Date: Sunday, May 17, 2026 6:58:53 PM
Attachments: SSA cover letter to DCWP.pdf
Self Storage Association comments to proposed DCWP rules.pdf

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Good evening –

Please see the attached cover letter and comments from the Self Storage Association. Thank you.

Regards,
Joe Doherty

May 17, 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 Self Storage Association and its members that operate in New York City, I submit the comments in this letter and the accompanying attachment. The SSA has several member operators that would be affected by the DCWP's proposed rules, including but not limited to CubeSmart, Extra Space Storage, Manhattan Mini Storage, Prime Storage, Public Storage, Safeguard Self Storage, Storage Post, StorQuest, and U-Haul. The SSA also joins the comments submitted by the New York Self Storage Association.

The SSA welcomes the opportunity to work with the DCWP to craft rules that properly implement Local Law 162 of 2025 and Local Law 171 of 2025. Unfortunately, as currently drafted, the proposed rules are based on fundamental misunderstandings of self storage operations, the consumers who use self storage, and the local laws upon which the rules must be based.

Among other deficiencies, the DCWP fails to understand key distinctions between self storage and other rental real estate. Self storage customers have maximum flexibility; they can rent without background checks, security deposits, or long-term agreements. Customers store their property on a self-service basis and secure the space using a lock and key that only they can access. Customers can move out when their need for self storage ends or if they want different features or a different price from another storage operator. The only requirement to move out is that the customer removes the stored property.

Additionally, the DCWP does not appreciate that New York State, along with 48 other states and the District of Columbia, have well- established and comprehensive processes to address customer agreements and defaults. These processes prescribe, among other standards, mandatory disclosures, notices, advertising, and sale procedures. As every other state and municipality in the country has recognized since the first self storage

laws were passed in the early 1980s, self storage businesses are best and most appropriately regulated by the state legislature.

Furthermore, no other municipality has regulations that infringe on the business operations of self storage operators. Admittedly, many localities require business or mercantile licenses as a condition of operating any business. For that reason, the industry accepted Local Law 171's imposition of a licensing requirement. However, this was with the understanding that DCWP would follow the many examples of reasonable licensing requirements across the country and not attempt to use a basic licensing requirement as a means of implementing operational mandates that were not considered by the Council nor studied in any meaningful way by the DCWP.

For the reasons above and set forth in the accompanying attachment, the SSA respectfully opposes the DCWP's proposed rules. Rather than take an adversarial posture, we would prefer to work constructively on implementing the local laws as written and discuss the DCWP's broader concerns. Nevertheless, given the breadth and obvious facial deficiencies of the proposed rules, the SSA and its New York City members must reserve all rights to challenge the proposed rules.

Respectfully,

Joseph Doherty

Joe Doherty
EVP, Chief Legal Officer
Self Storage Association

Comments of the Self Storage Association to the Proposed DCWP Rules

The Self Storage Association appreciates the opportunity to comment on DCWP's proposed self storage rules. We support fair, transparent, and practical consumer protections that have been thoroughly vetted and respond to legitimate problems.

We have serious concerns with both the process by which the proposed rules were developed and the rules themselves. Most provisions appear to move beyond implementing the recently enacted local laws and instead create a broader pricing, operating, access, recordkeeping, and facility-condition regime for the self storage industry. That broader regime has not been fully vetted, may exceed what is necessary to protect consumers, and could create confusion and unintended consequences. It also appears to go well beyond the scope of the local laws the rules are intended to implement.

Finally, the proposed rules implicate serious legal issues, including First Amendment and privacy concerns, which do not appear to have been meaningfully considered or addressed in the rulemaking materials.

Below are examples of some of the issues raised. This is not exhaustive given the breadth of the proposed rules but rather is illustrative of the types of issues that are implicated.

1. The rules go beyond the local laws they are supposed to implement.

The proposed rules contemplate granular electronic recordkeeping, annual maximum-rate notices, advertising restrictions, website publication of average percentage increases, weekly allergen-hazard certifications, remediation obligations, access rights for certain property during default-related periods, and other operational mandates. Nothing in Local Laws 162 or 171 authorizes the imposition of those obligations.

Those issues involve broader policy choices that should be made carefully and with a developed record. They should not be adopted through rulemaking without clear legislative direction and careful evaluation of costs, feasibility, consumer benefit, and unintended consequences. The breadth of these rules is not only unusual; it is unprecedented. If the DCWP believes comparable regimes exist elsewhere, it should identify them and explain why those models are appropriate for New York City in the absence of clear legislative choice, authority, or discussion.

In short, the proposed rules move beyond implementation into a broader operating and pricing regime that has not been sufficiently justified, tailored, or vetted. Given the breadth and novelty of these requirements, they should be adopted, if at all, only after a conscious legislative and policy determination supported by a developed record; they should not be

adopted through implementing rules that go beyond the underlying local laws and are unsupported by any factual record.

2. Public rate posting may confuse consumers and be extremely difficult to administer.

We are particularly concerned with the proposed requirements relating to public posting of rate schedules, historical average increases, and future maximum rates.

Self storage pricing can be highly localized. Rates can vary based on unit size, availability, timing, channel, promotions, customer-elected services, taxes, insurance costs, labor, utilities, and other operating conditions. A static public schedule of rates may not accurately reflect what a specific customer will be offered, what units are available at a particular time, or how prices change in real time.

As a result, public posting may create more confusion, not less. Customers may see rates online or in posted schedules that do not match available inventory, promotions, move-in timing, or the actual terms offered to them. Operators may also face significant compliance burdens trying to keep public schedules updated.

A better approach would be to focus on ***customer-specific disclosures at the point of transaction***: what the customer is renting, what the starting rate is, whether a promotion applies, when the promotion expires, and how much notice the customer will receive before any rate increase. This addresses any perceived issues and is straightforward enough that most operators should be able to comply ***in a consistent manner***.

On the other hand, the DCWP's proposed rules are unclear in several important respects. This creates a risk that different operators will interpret and implement the rules differently, resulting in inconsistent disclosures that overwhelm or confuse consumers rather than helping them.

Finally, the proposed public posting requirements also raise privacy and customer-confidentiality concerns that should be further vetted. Public-facing disclosures should not compromise customer privacy or create ambiguity about what customer-specific information must be made public.

3. The DCWP should focus on practical guidance and solutions.

Building on the last point, the DCWP should focus on practical guidance and solutions that will result in a clear and consistent approach. For example, the DCWP requires several first-page disclosures that are clear and conspicuous. Lost in that same requirement is the practical question : how does the operator fit all those disclosures on the first page?

A practical approach would be for DCWP to consider providing ***a model first-page disclosure template or safe harbor*** for operators seeking to comply. Doing so would promote consistency and help consumers. Under the current construct, the rules may lead to overloaded, inconsistent disclosures that are difficult for consumers to understand and difficult for operators to administer.

4. The 12-month maximum-rate disclosure may be misleading rather than helpful.

The proposal would require operators to disclose the maximum occupancy fee that could be charged during the next 12 months and to repeat that disclosure annually.

We are concerned this requirement may force operators to provide speculative future-pricing information that is not useful to customers. Because pricing depends on changing market and operating conditions, operators may have to disclose overly conservative "worst case" figures simply to avoid later exceeding the stated maximum.

That could alarm customers and make the disclosure less meaningful. A customer may reasonably assume the disclosed maximum reflects an expected or likely future charge, when in reality it may simply be a compliance-driven ceiling that may never be charged.

A simpler and clearer alternative would be to require prominent notice that rates may increase, that promotional rates may expire, and that customers will receive at least 60 days' advance notice before an occupancy-fee increase.

5. Weekly allergen certifications may be impractical.

Operators take cleanliness, pest issues, and property conditions seriously. But weekly certifications that common areas and unoccupied units are free from certain indoor allergen hazards may be difficult to administer and may create technical violations even when operators are acting responsibly.

If DCWP has specific concerns about cleanliness or pests, a more practical approach would be to require reasonable inspection, response, and remediation procedures tied to actual conditions or complaints.

6. The access-to-essential-goods rule needs more work.

We understand the concern behind allowing customers to retrieve medication, medical supplies, or certain documents. But the proposed rule raises practical issues involving verification, safety, property security, employee discretion, lien rights, documentation, and disputes over partial removal of property.

A more workable approach would be to require reasonable emergency-access procedures that account for these concerns and remain consistent with applicable law.

7. The public pricing requirements could have unintended consequences.

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, on consumers, competition, and consistency with broader federal and state competition-policy concerns and laws.[1]

8. The rules raise First Amendment and compelled-speech concerns.

The proposal also raises First Amendment and compelled-speech concerns. For example, certain provisions may require operators to publish or disclose speculative future-pricing information, including future maximum rates, rather than concrete facts about the customer's actual agreement. Those requirements may compel speech that is potentially confusing, not tailored to the customer's transaction, and not necessary to address any identified consumer harm.

9. The rules should not conflict with applicable law including New York Lien Law, New York Law, and federal law.

The final rules should make clear that nothing in DCWP's regulations changes or overrides New York Lien Law § 182, any other applicable New York law, required lien-enforcement processes, or federal law. Operators and customers need one clear and consistent framework.

As currently drafted, several provisions could create uncertainty about how DCWP's requirements interact with existing lien-enforcement and notice obligations. DCWP should clarify that operators remain permitted — and where applicable, required — to comply with existing state and federal law.

10. DCWP should do further due diligence and investigation and ultimately narrow the proposal.

The Self Storage Association respectfully requests that DCWP do further study and substantially narrow the proposed rules before finalizing them. The final rules should focus on practical, accurate, customer-specific disclosures and avoid broad public pricing mandates, speculative future-rate disclosures, and operational requirements that have not been fully studied.

[1] *See, e.g.*, **Feds Say RealPage Deal Fixes Rental Pricing Concerns**; **Agri Stats Settlement**.

The Self Storage Association and its members reserve all rights and arguments regarding the proposed rules. At this stage, our request is straightforward: the rules should be clear, workable, legally sound, targeted to actual consumer harm, and, most importantly, be consistent with the local laws they are intended to implement.

From: Billy Palmer
To: rulecomments (DCWP)
Subject: [EXTERNAL] RE: Speaker Request- DWCP Hearing 5/18/26 11am on Local Law 162 and 171
Date: Monday, May 18, 2026 9:06:54 AM
Attachments: image001.png

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Good morning-

For the record, here is my planned statement for today's hearing:

"My name is Billy Palmer, Executive Vice President and Chief Administrative Officer of Storage Post Self Storage. We operate 14 facilities in New York City and over 35 in the NYC metropolitan area. We have received very few New York City DCWP customer complaints during our 16 years of operations in New York City and we use transparent pricing for our customers.

We have reviewed the draft regulations and wholeheartedly back the New York Self Storage Association's suggested revisions. We believe the proposed regulations are overbroad, create tremendous operational and technological issues and, in totality, do not provide a material benefit to consumers.

We look forward to a collaborative process over the next several weeks with the DCWP and NY Self Storage Association to create rules and regulations that are achievable and both business and consumer friendly."

STORAGE POST

Billy Palmer
EVP, Chief Administrative Officer and General Counsel

Office: [redacted] | Fax: [redacted]
Email: [redacted]

One Buckhead Plaza
3060 Peachtree Rd. NW, Suite 1900
Atlanta, Georgia 30305

www.storagepost.com

From: Billy Palmer

Sent: Friday, May 15, 2026 3:52 PM
To: 'Rulecomments@dcwp.nyc.gov' <Rulecomments@dcwp.nyc.gov>
Subject: Speaker Request- DWCP Hearing 5/18/26 11am on Local Law 162 and 171

Good afternoon-

I would like the opportunity to make a brief statement at Monday's hearing on Local Law 162 and 171 of 2025 regarding the new DCWP licensing rules for self-storage facilities.

I can be reached at the below information for any questions.

Thank you very much-
Billy Palmer

Billy Palmer
EVP, Chief Administrative Officer and General Counsel

Office: [redacted] | Fax: [redacted]
Email: [redacted]

One Buckhead Plaza
3060 Peachtree Rd. NW, Suite 1900
Atlanta, Georgia 30305

www.storagepost.com

From: Stanley Bonilla
To: rulecomments (DCWP)
Cc: Adam Steckler; jcoakley [redacted])
Subject: [EXTERNAL] Safeguard Self Storage Public Comments Submission – Proposed DCWP Self-Storage Rules
Date: Monday, May 18, 2026 11:35:53 AM
Attachments: Safeguard Self Storage Public Comments Submission V2.pdf

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To Whom It May Concern,

Attached please find Safeguard Self Storage's public comments submission regarding the Department of Consumer and Worker Protection's proposed rules relating to self-storage facilities and storage warehouses.
Safeguard appreciates the opportunity to participate in the rulemaking process and respectfully submits these comments for the Department's consideration.

As outlined in the attached submission, Safeguard supports reasonable consumer protections, transparent pricing practices, and clear regulatory standards. However, we believe significant portions of the proposed rules extend materially beyond the framework and intent of the underlying legislation and would create substantial operational, technological, administrative, and financial burdens for self-storage operators and, ultimately, New York City consumers.

We respectfully encourage the Department to continue engaging collaboratively with industry stakeholders and to carefully consider the operational realities, implementation challenges, and unintended consumer impacts associated with the proposed rules.

Please confirm receipt of this submission.

Thank you for your time and consideration.

Yours truly,

Stanley Bonilla, Senior Vice President Asset Management & Development
Safeguard Self Storage
1522 Old Country Road
Plainview, NY 11803

phone: [redacted]
cell: [redacted]
fax: [redacted]
email: [redacted]
www.safeguardit.com

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Safeguard Self Storage Public Comments Submission

NYC Department of Consumer and Worker Protection (DCWP)

Proposed Rules Relating to Self-Service Storage Facilities

May 2026

New York City Department of Consumer and Worker Protection 42 Broadway New York, NY 10004

Re: Public Comments on Proposed Rules Relating to Self-Service Storage Facilities

To Whom It May Concern:

Safeguard Self Storage appreciates the opportunity to provide comments regarding the Department of Consumer and Worker Protection's proposed rules implementing the recently enacted self-storage licensing and notice laws.

Safeguard has owned and operated self-storage facilities in New York City for decades and currently operates multiple facilities across the five boroughs. As a long-term owner and operator in New York City, Safeguard supports reasonable consumer protections, transparent rental practices, and clear regulatory standards. We appreciate the City's willingness to engage with industry stakeholders during this rulemaking process.

At the same time, we are concerned that significant portions of the proposed rules extend well beyond the framework and intent of the legislation enacted by the City Council. In many instances, the proposed rules create operational obligations, disclosure requirements, reporting standards, and compliance burdens that were not contemplated by the original legislation and that are not aligned with the operational realities of the self-storage industry.

The underlying legislation, as understood by the industry and discussed during the legislative process, focused primarily on:

1. Licensing of self-storage facilities;
2. Providing consumers with a schedule of rates prior to entering into an occupancy agreement; and
3. Making such schedules available to the Department upon request.

The proposed rules, however, introduce expansive operational and compliance requirements that create substantial administrative burden, operational uncertainty, and increased costs that will ultimately be borne by New York City consumers.

Safeguard respectfully requests that the Department revise the proposed rules to better align with the legislation's original purpose, existing state law, and the operational realities of self-storage facilities.

General Comments

1. The Proposed Rules Exceed the Scope and Intent of the Underlying Legislation

Local Laws 162 and 171 of 2025 were narrowly focused on facility licensing, schedule of rates disclosures, and advance notice requirements related to occupancy fee increases.

The proposed rules, however, substantially expand the scope of regulation far beyond the framework contemplated by the underlying legislation. The proposed rules introduce new occupancy agreement mandates, advertising restrictions, allergen and cleanliness compliance programs, annual pricing disclosure requirements, cancellation architecture requirements, extensive recordkeeping obligations, and requirements regarding access to essential goods, among numerous other operational mandates.

Many of these requirements were not contemplated during the legislative process and appear disconnected from the authorizing legislation adopted by the City Council.

Additionally, DCWP's own Statement of Basis and Purpose acknowledges that these proposed rules were not included in the agency's regulatory agenda for the fiscal year because they 'were not contemplated when the Department published the agenda.' Given the significant expansion of operational requirements contained in the proposed rules, Safeguard respectfully believes additional stakeholder engagement and careful consideration of implementation impacts are warranted.

The proposed rules incorporate broad operational standards and disclosure obligations that extend materially beyond the legislation enacted by the City Council.

For example, the rules appear to import standards and concepts from unrelated areas of administrative code, including residential housing and warehousing regulations, that are not appropriate for self-storage operations. Self-storage facilities are fundamentally different from residential dwellings, warehouses, or subscription-based services.

Self-storage facilities operate under occupancy agreements governed by existing New York State lien law and other applicable statutes. The proposed rules should not create overlapping or conflicting standards that increase confusion for operators and consumers alike.

Safeguard respectfully requests that the Department limit the final rules to provisions directly necessary to implement the licensing and notice laws adopted by the Council.

2. The Proposed Rules Create Significant Operational and Financial Burdens

The operational and technological burdens imposed by the proposed rules are substantial and, in many cases, impractical within the current operational framework of the self-storage industry.

For example, the proposed recordkeeping requirements would obligate operators to maintain numerous categories of occupant records in electronic format for a minimum of three years, including granular logs of notices, billing statements, occupancy fee changes, and communications. The requirement that such records be made immediately available for inspection at individual facilities is operationally unrealistic for operators utilizing centralized management and recordkeeping systems across multiple locations.

Additionally, the proposed rule providing that a failure to produce requested records creates a presumption against the operator effectively reverses the burden of proof, creates an unfair evidentiary presumption in favor of the agency, and raises significant due process concerns for regulated businesses.

The proposed annual maximum occupancy fee disclosure requirements create additional substantial burdens. Operators would be required to forecast and disclose, for each occupant, the maximum occupancy fee that could be charged during the next twelve months, with any amount exceeding that disclosure potentially classified as a deceptive trade practice.

This requirement would necessitate highly complex pricing forecasts at the unit, occupant, and facility level that existing property management systems were not designed to generate. Compliance would require significant investment in software customization, reporting infrastructure, sophisticated artificial intelligence and compliance monitoring tools, and ongoing administrative oversight. Operators also have limited control over whether third-party software providers are willing or able to implement these required changes within the timelines contemplated by the proposed rules.

The proposed rules would also require substantial operational modifications, including:

- Changes to software systems and online rental flows;
- Creation of new compliance tracking procedures;
- Additional customer notice and documentation requirements;
- Additional staffing and administrative oversight;
- Ongoing reporting and recordkeeping obligations; and
- Potential retention of outside compliance, technology, and legal consultants.

These requirements impose significant burdens on operators without corresponding consumer benefit.

Importantly, many of these obligations are not standardized within existing self-storage software platforms and would require complex custom development, implementation, monitoring, auditing, and ongoing legal review prior to implementation. Compliance costs for multi-facility operators like Safeguard, could be substantial, including potentially significant investments in software integration, reporting systems, legal review, and compliance infrastructure.

These burdens ultimately increase operational costs that would likely be borne by New York City consumers through higher rents, fees, and administrative complexity.

The Department should carefully consider whether the operational complexity and compliance costs created by these rules are proportional to the consumer protection goals being pursued.

3. The Rules Should Avoid Creating Duplicative or Conflicting Regulatory Frameworks

Several portions of the proposed rules appear to overlap with or potentially conflict with existing New York State statutes governing self-storage operations, lien enforcement procedures, occupancy agreements, and notice requirements.

Creating multiple overlapping regulatory frameworks increases the risk of inadvertent noncompliance and creates uncertainty for both operators and consumers.

Self-storage facilities already operate under established New York State lien laws and related statutory frameworks that govern defaults, notices, lien enforcement procedures, auctions, and occupancy agreements. The proposed rules should avoid imposing separate or inconsistent local requirements that may create operational conflicts, customer confusion, or legal ambiguity.

Where existing state law already governs a particular issue, the Department should avoid creating duplicative obligations or inconsistent compliance standards.

4. The Rules Should Recognize the Operational Realities of Self-Storage

The self-storage industry operates differently from residential housing, subscription services, or traditional retail businesses.

Customers generally rent on a month-to-month basis and frequently complete transactions online or within a very short timeframe while making immediate moving or storage decisions. Overly burdensome disclosures, repetitive notices, or extensive reporting requirements may create confusion rather than clarity for consumers.

The Department should prioritize clear, practical, and operationally achievable requirements that provide meaningful consumer transparency without overwhelming customers with excessive information.

Additionally, the self-storage industry has increasingly adopted kiosk and centralized call-center operational models to improve efficiency and reduce unnecessary staffing costs. Certain proposed inspection and record production requirements appear to assume the constant presence of highly trained on-site personnel capable of immediately retrieving complex electronic records and compliance documentation. In practice, many entry-level on-site employees are not trained in complex regulatory data retrieval procedures, and requiring constant on-site compliance staffing would materially increase operating costs that would ultimately be borne by consumers.

Specific Comments on Key Provisions

A. "Schedule of Rates" Requirements

Safeguard supports providing customers with clear pricing information prior to entering into an occupancy agreement. However, the proposed rules create significant ambiguity regarding the definition, scope, timing, and operational requirements associated with the "schedule of rates."

The rules appear to treat "schedule of rates," "occupancy fees," and broader pricing disclosures interchangeably, despite these concepts being materially different.

Safeguard respectfully requests that the Department:

- Clearly define "schedule of rates";
- Limit the required schedule to charges applicable to the customer at the time of rental;
- Clarify that the schedule may be provided electronically during the rental process;
- Permit the schedule to function as an addendum or incorporated disclosure to the occupancy agreement; and
- Eliminate any requirement for historical lookback reporting or speculative future pricing disclosures.

Importantly, any required disclosure should reflect the customer's pricing at the time of rental only.

The proposed requirements regarding historical rate increases, average increases over prior years, or future pricing projections are operationally burdensome and potentially misleading to consumers. Such disclosures would require substantial data compilation and ongoing maintenance while providing limited practical value to consumers making immediate rental decisions.

Additionally, requiring advance notice of potential future pricing changes that may never occur creates unnecessary confusion and administrative burden.

Safeguard believes a more practical and consumer-friendly approach would be to:

- Clearly disclose charges applicable at the time of rental;
- Continue complying with applicable notice requirements for any future changes to occupancy agreement terms; and
- Avoid speculative disclosures regarding future pricing activity.

B. Advance Notice and Ongoing Reporting Requirements

Several proposed provisions would require ongoing notice, disclosure, and reporting obligations that extend beyond what is operationally reasonable within a month-to-month self-storage environment.

The proposed rules should avoid creating recurring compliance obligations that:

- Generate excessive customer communications, potentially conditioning customers to ignore future notices that may involve important account or lien-related matters;
- Increase the likelihood of administrative error;
- Require extensive manual oversight;
- Create unnecessary customer confusion; or
- Provide limited practical consumer benefit.

Self-storage customers already receive occupancy agreements, fee disclosures, payment notices, lien notices, and other legally required communications.

Additional duplicative notices and reporting requirements may reduce, rather than improve, consumer understanding.

Similarly, the proposed cancellation requirements fail to recognize that self-storage differs materially from subscription-based services such as streaming platforms or online memberships. Unlike a digital subscription service, a self-storage occupant's personal property physically remains at the facility. Existing New York lien laws already govern the process for handling abandoned property, defaults, and unit vacates. Oversimplified cancellation mandates that do not account for these realities may create operational confusion and unintended legal complications for both operators and consumers.

C. Health, Allergen, and Related Facility Requirements

Certain provisions within the proposed rules appear to import standards from residential or other unrelated regulatory frameworks that are not appropriate for self-storage facilities.

Safeguard maintains professionally operated facilities and contracts with licensed vendors for maintenance, pest control, and life safety services. However, requirements that effectively mandate specialized certifications, staffing, retrofit obligations, or operational procedures beyond industry norms are not appropriate for self-storage operations.

Many existing self-storage facilities were developed and approved under prior building and occupancy codes. Imposing new retrofit-style operational or facility requirements that were not contemplated under the original building approvals could require substantial capital expenditures and operational modifications, with those costs ultimately increasing rental rates for New York City consumers.

The Department should also carefully evaluate the operational and safety implications associated with the proposed 'access to essential goods' requirements. While Safeguard understands and appreciates the consumer protection objectives underlying this provision, the proposed rules do not clearly address operational limitations, staffing requirements, supervision protocols, security considerations, or emergency access procedures. Without additional clarification, these provisions could create conflicts

with building occupancy limitations, increase fire and life-safety risks, create sanitation and security concerns, and expose facilities to operational and liability challenges.

The Department should remove or substantially revise provisions that:

- Apply residential housing concepts to self-storage;
- Impose warehousing-style operational standards;
- Require specialized staffing or certifications not customary within the industry; or
- Create unclear or subjective compliance obligations.

D. Penalties and Cure Periods

The proposed rules include penalty structures that appear disproportionate in relation to many of the alleged violations.

Safeguard respectfully requests that the Department incorporate reasonable cure periods for non-life-safety and administrative violations.

Providing operators with an opportunity to cure alleged violations prior to the imposition of penalties would:

- Encourage compliance;
- Reduce unnecessary enforcement disputes;
- Promote cooperative regulatory relationships; and
- Align with common enforcement practices used by many other New York City agencies.

The Department should reserve immediate penalties for serious or repeated violations involving demonstrable consumer harm.

E. Avoiding Unintended Consequences for Consumers

The Department should carefully consider the unintended consequences these proposed rules may have on New York City consumers.

Excessive compliance obligations, operational burdens, and administrative costs will ultimately increase operating expenses for storage providers. Those increased costs may result in:

- Higher consumer pricing;
- Reduced operational flexibility;
- Delays in customer service processes;

- Reduced availability of online rental functionality; and
- Increased administrative complexity for consumers.

Safeguard respectfully submits that practical, targeted consumer protections will ultimately better serve New York City residents than overly expansive regulatory requirements.

Conclusion

Safeguard Self Storage appreciates the opportunity to provide comments during this rulemaking process.

We respectfully request that the Department revise the proposed rules to:

- Align more closely with the legislation enacted by the City Council;
- Avoid duplicative or conflicting regulatory requirements;
- Clarify ambiguous provisions;
- Reduce unnecessary operational burdens;
- Incorporate practical compliance standards; and
- Consider the financial and operational impact on both operators and consumers.

Safeguard remains committed to working collaboratively with the Department, industry stakeholders, and policymakers to support reasonable consumer protections while ensuring that self-storage facilities can continue to operate efficiently and effectively throughout New York City.

Thank you for your consideration.

Yours truly,

Stanley Bonilla Senior Vice President Safeguard Self Storage

From:	Amelia Toledo
To:	rulecomments (DCWP)
Cc:	Rebeka Cabrera
Subject:	[EXTERNAL] Shelter Advocacy Project"s Comment on Proposed Rules
Date:	Monday, May 18, 2026 3:31:32 PM
Attachments:	Shelter Advocacy Comments On Proposed DCWP Rules.pdf

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To whom it may concern,

Attached, please find the Shelter Advocacy Project's Comment on the Proposed Rules implementing Local Law 162 of 2025 and Local Law 171 of 2025. Thank you for your time and consideration.

Best regards,
Amelia E. Toledo (she/siya), Director, Shelter Advocacy Project
City Bar Justice Center | 42 W 44th Street, New York, NY 10036
P:[redacted] | F:[redacted] | E:[redacted]
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All contributions to the City Bar Justice Center of the City Bar Fund are tax-deductible to the full extent of the law. A copy of our most recently filed financial report and information on other charitable organizations is available from the NY Attorney General's Charities Registry (www.charitiesnys.com) or (212) 416-8686. The report is also available upon request by contacting the Fund at 42 West 44th Street, New York, NY 10036. Your donation is a reportable contribution under New York State's biennial pro bono reporting requirement for attorneys. For more information on what contributions qualify consult the Office of Court Administration website: https://bit.ly/30jMqNR

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CITY BAR JUSTICE CENTER
42 West 44th Street
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Legal Hotline | Planning & Estates Law Project
Libby Vazquez, Director

Neighborhood Entrepreneur Law Project
Akira Arroyo, Director

Shelter Advocacy Project
Amelia Toledo, Director

Veterans Assistance Project
Makedah Salmond, Director

May 18, 2026

VIA EMAIL
Rulecomments@dcwp.nyc.gov

Re: Shelter Advocacy Project's Comment on Proposed Rules Implementing Local Law 162 of 2025 and Local Law 171

To whom it may concern,

The City Bar Justice Center (or "the Justice Center") submits this comment in response to the proposed rules implementing Local Law 162 of 2025 and Local Law 171 of 2025 (hereinafter, the "Rule" or "Proposed Rules").

The City Bar Justice Center is the pro bono legal aid affiliate of the New York City Bar Association. Benefiting over 25,000 New Yorkers each year, the Justice Center's mission is to increase access to justice for New Yorkers struggling with poverty and other systemic socioeconomic barriers by leveraging the volunteered time and expertise of New York City's legal community. In particular, the Justice Center's Shelter Advocacy Project provides free legal services to individuals and families residing in NYC homeless shelters. Most relevant to the Proposed Rules, the Shelter Advocacy Project assists clients experiencing housing instability with monthly public assistance applications to store their belongings in self-storage units.

New York City pays upwards of 8.5 million dollars a year to self-storage facilities. See https://www.nycbar.org/reports/proposed-legislation-amending-new-york-lien-law-section-182-shavons-law/ at Appendix B. A large portion of these payments are likely due to the predatory and/or undisclosed fees referenced in the Proposed Rules. Therefore, we applaud the City's and Department of Consumer and Worker Protection's initiative in regulating business practices that may contribute to government waste.

While we support this Rule, we take this opportunity to highlight the particularly heartbreaking plight of our homeless clients who rely on self-storage facilities. We hope to raise awareness of our parallel efforts to protect these most vulnerable self-storage consumers and propose ways to strengthen the Proposed Rules for all New Yorkers.

I. Prohibit auction if a public assistance payment, application, or appeal is pending

Many New Yorkers experiencing homelessness rely on monthly public assistance grants from the NYC Human Resources Administration (HRA) to pay for self-storage units where they keep their only belongings. Under the current law, if a payment is delayed — even due to a government error — a storage facility can legally auction off the unit's contents.

This has devastating consequences. For example, when HRA erroneously denied Ms. Nina Davila's application for storage payment assistance for a unit containing the ashes of her son, Shavon Davila, the self-storage facility auctioned off her rented unit's contents before she received notice of or had an opportunity to challenge that denial. (We are using Ms. Davila's and her late son's name with her permission.) By the time City Bar Justice Center pro bono lawyers sued the storage facility to obtain the buyer's name, Shavon's ashes had been discarded.

In honor of Ms. Davila's son, Shavon's Law (S.9870), sponsored by Senator Sepulveda, will prohibit auction if a public assistance payment, application, or appeal is pending. Specifically, the law would:

- Require storage facilities to notify the relevant social services agency when an auction notice is issued
- Require that agency to confirm within 10 days of receipt of an auction notice whether a payment, application, or appeal is pending
- Prohibit auction if a payment or appeal is pending — or if the agency fails to respond in time
- Make the agency responsible for any costs caused by its delay in responding
- Allow self-storage unit consumers to provide evidence that a payment, application, or appeal is pending and use existing court procedures to enforce this law if needed

Data demonstrating that any delay from the fair hearing process is likely to resolve in storage facilities' favor and additional stories from City Bar Justice Center clients, including an adoptee who lost the only photos of her childhood self and her birth family in a self-storage auction, a domestic violence victim who lost her tools of trade, and a disabled former IT professional who went through an arduous court ordeal to pause an

auction while waiting for HRA payment, are included here: https://www.nycbar.org/issues-policy/advocacy-campaigns/shavons-law/

The Proposed Rules can and should include these same protections delineated in Shavon's Law at the City level. By including the following protections, DCWP will help prevent unlawful, unfair, and unnecessary deprivation of personal property and due process rights of homeless New Yorkers in self-storage auctions:

- If HRA has paid rent or fees for the self-storage unit, require storage facilities to send HRA a copy of the auction notice
- Require that HRA confirm within 10 days of receipt of an auction notice whether a payment, application, or appeal is pending
- Make HRA responsible for any costs caused by its delay in responding
- Prohibit auction if HRA fails to respond in time or if HRA or occupants demonstrate that a payment, application, or appeal is pending

II. Remedy the following deceptive or unfair business practices

Based on our experiences with homeless clients and self-storage facilities, the proposed rules should also implement the following:

- Require that auction notices sent by mail be in an envelope that clearly indicates the sender is the client's storage facility (at least one auction notice from a Brooklyn storage facility appears to have been mailed to a Shelter Advocacy Project client in an envelope listing the sender as "Processing Center" of "Temecula, California")
- Require that envelope exteriors and email subject lines clearly indicate that an important auction notice is contained inside
- Require that all contract terms be disclosed prior to any payments being made on a storage unit (we have seen websites that require payment before showing contract terms)
- Require that client be advised upfront (before reservation or payment) of their right to select a higher insurance amount to increase a limitation of damages in the contract
- Prohibit unit lock cutting as a penalty for default, as this practice can result in stolen items and is unnecessarily punitive
- Prohibit refusal of checks, regardless of balance or lien status, if HRA checks are the occupant's method of payment
- Prohibit discrimination based on source of payment, such as public assistance
- Expand the list of items that can be retrieved before an auction to include other personal or sentimental items under a certain retail amount (e.g., family photos that have little to no resale value)

- Require that upon a demand stated with particularity about personal or sentimental items auctioned, the storage facility be required to provide phone and/or email contact information for the buyer.

In conclusion, while the City Bar Justice Center recognizes and applauds the advancements contained within the Proposed Rules implementing Local Law 162 of 2025 and Local Law 171 of 2025, our experience providing legal services to New Yorkers experiencing homelessness strongly convinces us that further modification is necessary. We respectfully urge the City and DCWP to prohibit deceptive, unfair, and/or discriminatory practices such as those described above, and protect the due process rights of homeless individuals awaiting HRA storage payment assistance determinations as outlined above. We hope that DCWP's regulation of self-storage industry practices raises public awareness generally and creates broad and interagency support for enacting Shavon's Law to protect our most vulnerable New Yorkers.

Thank you for your time and consideration.

Sincerely,

/s/ Amelia Toledo_____
Amelia Toledo
Director, Shelter Advocacy Project
City Bar Justice Center
42 W 44th Street
New York, New York, 10036
atoledo@nycbar.org
212-382-6709

From: Tanya
To: rulecomments (DCWP)
Subject: [EXTERNAL] Comments Self Storage Hearing
Date: Monday, May 18, 2026 6:11:58 PM

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Dear Commissioner Levine,

On behalf of Storage Plus, we appreciate the opportunity to submit comments regarding the Department of Consumer and Worker Protection's proposed rules implementing Local Law 162 of 2025 and Local Law 171 of 2025 affecting self storage facilities.

Storage Plus operates self-storage facilities serving NYC residents and businesses. We support transparency, fair consumer treatment, and reasonable regulation that strengthens consumer trust. We also recognize the City's objective of improving consumer understanding of self-storage pricing and practices. We support reasonable licensing and disclosure requirements that provide customers with meaningful information and protections.

However, we respectfully request the DCWP reconsider several proposed provisions that appear to extend beyond implementation of the enacted legislation and may create significant operational burdens without a corresponding consumer benefit.

Local Laws 162 and 171 established licensing requirements, schedule-of-rates requirements, and notice obligations regarding fee increases. The proposed rules introduce several new substantive requirements that do not appear expressly contemplated by the underlying legislation, including:

- the the annual disclosure of a future maximum occupancy fee;
- publication of historical average price increases;
- extensive logging and electronic recordkeeping requirements;
- weekly certification obligations regarding indoor allergen hazards;
-

mandatory access provisions for certain categories of property;

- additional occupancy agreement content requirements; and
- expanded advertising restrictions.

We respectfully request that DCWP evaluate whether these provisions are necessary to implement the enacted laws or whether they create new regulatory obligations beyond the legislation's intended scope. We would be happy to be part of the committee or provide additional details.

The proposed requirement that operators disclose the maximum occupancy fee that may be charged over the following twelve months presents practical difficulties. Storage operators cannot accurately predict future taxes, labor costs, insurance expenses, utility costs, market conditions, or regulatory costs. To reduce potential compliance exposure, operators may be compelled to establish inflated maximum amounts as a precautionary measure. We would also need to add to the overhead the administrative costs. That is not something that we can easily predict one year out.

As a result, the disclosure could unintentionally create consumer confusion and reduce the transparency the rule intends to achieve.

The proposed requirement that operators disclose average price increases over prior years may oversimplify pricing behavior and create potentially misleading impressions.

Historical pricing may be influenced by occupancy levels, promotions, unit types, market conditions, and facility-specific operating costs. Prior pricing averages may not meaningfully predict future pricing decisions and may not provide consumers with useful decision-making information.

The proposed recordkeeping requirements extend substantially beyond maintaining agreements and notices. Operators would be required to maintain extensive electronic logs, transmission records, supporting calculations, and detailed documentation.

The cumulative burden of these requirements may require significant investments in software systems, operational changes, and staffing resources, particularly for independent and mid-sized operators like us.

Storage Plus supports accommodating customers facing hardship situations. However, requiring access regardless of account status raises operational and liability concerns.

Operators may not know the contents of units and may be unable to determine whether requested items meet the rule's definitions. Additional guidance should be provided regarding implementation and operator responsibilities.

The proposed rules impose substantial penalties for administrative and technical violations, including recordkeeping and disclosure requirements.

We respectfully request that DCWP consider cure periods for first-time administrative violations where no consumer harm occurred. This approach would encourage compliance while avoiding disproportionate penalties for technical errors.

Storage Plus is concerned that the proposed licensing requirements may create uncertainty for established operators because several provisions rely on broad discretionary language without clearly defined standards.

Section 2-492 states that an application includes the Department's basic license application and "any other documents or information the Department requires." While we understand that flexibility may occasionally be necessary, the absence of objective criteria may create uncertainty regarding what information may be required and what standards will ultimately govern approval, renewal, suspension, or continued operation.

Many self-storage facilities have operated responsibly and served New York communities for decades while complying with existing legal requirements. Businesses that have invested substantial resources into facilities, employees, and customer relationships should have a clear understanding of licensing expectations and should not face uncertainty arising from vague or evolving requirements.

Storage Plus appreciates the Department's efforts to improve transparency and consumer protection. We respectfully request continued collaboration with operators and stakeholders to ensure that the final rules balance consumer protections with practical implementation realities and avoid unintended consequences that may ultimately increase costs for New York consumers.

Respectfully,
Tanya Oberoi
Storage Plus
M-F 9:30am - 6:00pm EST
Telephone: [redacted]
Fax: [redacted]
Email: [redacted]

From: Chloe
To: rulecomments (DCWP)
Subject: [EXTERNAL] Re: Statement
Date: Monday, May 18, 2026 7:36:43 PM

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Evening, followingup as if I accidentally put manhattan life and not manhattan mini in the email.

On Mon, May 18, 2026, 7:34 PM Chloe <[redacted]> wrote:

> Hi my name is Chloe sanford, and this is my statement about the storage fees.
>
> I've had my storage for the past 3 years, in recent times it has spiked from 81 dollars to almost 93 in. Originally I was paying no more than 70 dollars before manhattan life took over. My bill before them was 63 dollars for it to jump by 30 dollars within the last 6 months is outrageous.
>
> With the recent up charge of my storage it has been difficult to pay. Especially with current pay date being changed. I've have been contemplating moving my storage. Which would be such a hassle to do. On top of not having the means to do so.
>
> I'm an full time college student who works part time. It needs to be more affordable for people like me who needs a storage unit. I have most of my life in there. It feels predatory that the storage has made such a major up charge when they're the ones who moved in to my neighborhood that I lived my entire life.
>
> Thank you for reading.
>
> Warm regards,
> Chloe

Online comments: 2

- **cee**

  Not sure if this includes the use of storage facilities of food store in mixed-use building- outside in a yard. It is now used as distribution center for delivery workers, not necessarily for food but for packages to distribute to neighboring buildings. Such is the case in my building. Days and nights of pounding from dropped packages and boxes, sorted, loaded and unloaded. Why on earth is this acceptable, either with a license or not! It is time to think about people who live in/near these places and not just the businesses. Sadly, our govt seems to be putting both of these in conflict with each other.

  Comment attachment
  2026-04-18-images-of-workers-in-mop-yard-sorting-packages.pdf

  Comment added April 29, 2026 10:57am

- **James Coakley**
  Attached are the NYSSA Cover Letter dated 05/18/2026 and NYSSA line-by-line review and master comments document also dated 05/18/2026.

  Comment attachment
  NYSSA-to-DCWP-Cover-Letter-Master-Comments-Submission.pdf

  Comment added May 18, 2026 10:00am

NEW YORK SELF STORAGE ASSOCIATION

121 State Street, Albany, NY 12207 · (518) 431-1106 · nyselfstorage.org

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:

Self-Storage Facility	April 1 of Even Years

§ 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 subchapte 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.

~~(c) 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 is 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 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] $750 per day	$1,000 per day	[$1,000] $900 per day	$1,000 per day	$1,000 per day	$1,000 per day
Admin. Code § 20-477	Failure to provide notice at least 60 days prior to increasing a storage fee	$750	$1,000	$900	$1,000	$1,000	$1,000
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).

Citation	Violation Description	First Violation	First Default	Second Violation	Second Default	Third and Subsequent Violation	Third and Subsequent Default

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

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