



Frequently Asked Questions: Self-Storage Facility Licenses

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

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

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I. License Requirement

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

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

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

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

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

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

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

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

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

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

II. **Price and Price Increase Disclosures**

1. **What is an occupancy fee?**

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

2. **What is an occupancy agreement?**

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

The occupancy agreement must include the following price disclosures:

- The final amount—itemized—the consumer must pay in the initial transaction.
- The guaranteed duration of the occupancy fee in effect for the first month of the occupancy agreement.
- The maximum occupancy fee that the self-storage facility operator could charge during the first 12 months following the date of the occupancy agreement.

3. **What price and price increase disclosure must a self-storage facility operator make *before* entering an occupancy agreement with a consumer?**

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

- A **schedule of rates** that contains the following price disclosures:
 - The occupancy fee.
 - Any difference in price between the occupancy fee to be charged to the consumer and the occupancy fee in the then-current master schedule of rates for the same class of unit.
 - Other charges for renting the storage unit.
- A copy of the **then-current average percentage increases during the last two calendar years** to the consumer. Note: This disclosure must be made directly to consumers by February 1, 2028 for the period of January 1, 2026 to December 2027.

4. **Can a self-storage facility operator make price changes *after* the occupancy agreement is signed?**

Yes, but a self-storage facility operator must provide price disclosures to consumers before making changes. Operators must disclose:

- Any increase to the occupancy fee at least 60 days prior to the change.
- Any new rate or charge not included in the schedule of rates at least 60 days prior to the change.
- The maximum occupancy fee charged to consumer during the next 12 months at least 60 days prior to the one-year anniversary of the occupancy agreement.

5. Are there any other price disclosure requirements not tied to specific consumer transactions?

A self-storage facility operator must post their current ‘Master Schedule of Rates’ on their website where consumer can easily find it. It must include:

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

Note: Every February 1, a self-storage facility operator must disclose the average percentage increase for the last two years. This requirement starts on February 1, 2028.

III. Nonpayment and Sale of a Consumer’s Possessions

The New York State Lien Law gives self-storage facility operators a right to deny access to and to *sell* the goods stored in a self-storage unit to recover unpaid fees and charges. This right is called a lien.

1. What disclosure requirements relating to the lien process must be included in the occupancy agreement?

Each occupancy agreement must include:

- Disclosures required by subdivision 2 of § 182 of the New York Lien Law.
- The self-storage facility operator’s policies on:
 - Denying a consumer’s access to their personal property and initiating the process for the public or private sale of a consumer’s personal property.
 - How much notice the self-storage facility will provide to the consumer to cure or remove the property.
 - How a consumer can dispute or fix the reasons for a denial or sale.
- The following statement in bold lettering:
Notice: If you fail to pay your occupancy fee or other charges, [name of self-storage facility operator] may deny you access to your personal property and, after providing notice, sell your personal property to recover unpaid charges.

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

Self-storage facility operators must follow the *same* procedures required under subdivision 7 of § 182 of the Lien Law. The *additional* requirements are that the self-storage facility operator must:

- Provide notices required under subdivision 7 of § 182 of the Lien Law via text message if a consumer consents. Text message notices do not replace other required methods of notice.
- All notices of its enforcement of liens must clearly indicate it is from the self-storage facility operator and that they pertain to the enforcement of liens.

3. Can a consumer request access to medications and governmental identifications from their storage unit after the self-storage facility operator provided notice that it's enforcing its lien?

Consumers have the right to request that the self-storage facility operator retrieve prescription medications and governmental identifications from a storage unit after the operator has provided notice to the consumer of its intent to enforce its lien, but in advance of any sale.

Consumers do *not* have the right to access storage units themselves.

IV. Cleanliness and Advertising Requirements

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

A self-storage facility operator must designate an employee to certify to the best of their knowledge each month that common areas and unoccupied units remain free of indoor allergen hazards or that any indoor allergen hazards have been remediated or are in the process of being remediated. The certification cannot be delegated to a contractor or other third party.

However, employees are not required to carry out the cleaning or remediation themselves and such work can be contracted to a third-party. Employees are also not required to access occupied storage units.

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

Self-storage facility advertisements:

- Must disclose all exclusions, conditions, or limitations on advertised prices.
- Must disclose the occupancy fee and the total price of any non-recurring mandatory charge more prominently than other information.
- Cannot claim that *occupied units* are kept clean by the self-storage facility operator.
- Cannot claim that *entire self-storage facilities* are clean unless the self-storage facility operator is in compliance with the cleanliness certification requirement

Businesses must also follow advertising rules in [Part 2 of Subchapter A of Chapter 5 of Title 6](#) of the Rules of the City of New York.

V. Recordkeeping

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

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

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

Starting on February 1, 2028, self-storage facility operators must maintain an electronic copy of historical average price disclosures over the past three years.

2. How does the recordkeeping log requirement work?

A log must be maintained in electronic format for the following records:

- The occupancy agreement.
- The schedule of rates provided to the consumer.
- A copy of any notice of a new rate or charge not previously included in the schedule of rates.
- A copy of any notice of an increased occupancy fee provided to the consumer.
- A copy of any explanation of a termination of occupancy provided to the consumer.

The log is meant to help enforce notice requirements and requires the self-storage facility operator to note the following:

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

VI. Compliance and Complaints

1. Will self-storage facilities be inspected?

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

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

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

2. What happens if a self-storage facility operator violates one of the laws' or rules' provisions?

If DCWP determines that you violated the law, you may receive a summons detailing the violations and relevant sections of law. You will have an opportunity to appear at the NYC Office of Administrative Trials and Hearings (OATH) and respond to the summons.

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

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

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

To file a complaint, contact DCWP:

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