



New Hampshire Lien Law
Title XLI, Lien Laws
Chapter 451-C, Self-Storage Facilities

451-C:1 Definitions. In this chapter:

I. "Abandoned rented space" means any rented space for which the renter is in default for at least 30 days and that the owner finds empty or the personal property within the rented space has a value of less than \$500, or the renter surrenders possession of the rented space and any personal property therein.

II. "Default" means the violation or failure to perform any obligation or duty set forth in this chapter or the rental agreement.

III. "Electronic mail" means the transmission, by use of a computer or through other electronic means, of information or a communication that is sent to a person identified by a unique address.

IV. "Emergency" means any occurrence or circumstance at or near a rented space at a self-service storage facility that requires prompt action to avoid injury to persons or damage to property at or near the rented space at the self-service storage facility.

V. "Last known address" means that postal address or electronic mail address provided by the renter in the rental agreement or the postal address or electronic mail address provided by the renter in a subsequent written notice of a change of address.

VI. "Late fee" means any fee or charge assessed for a renter's failure to pay rent or other fees, charges, or costs when due. "Late fee" does not include interest on a debt, reasonable expenses, fees, costs, or charges incurred in the collection of unpaid rent or expenses, costs, fees, or charges associated with the enforcement of any other remedy provided by law or the rental agreement.

VII. "Lienholder" means a person entitled to enforce a lien or security interest legally acquired and properly recorded on a motor vehicle in accordance with RSA 382-A or RSA 261.

VIII. "Motor vehicle" means a motor vehicle as defined in RSA 259:60, a motorcycle as defined in RSA 259:63, and any boat, watercraft, or motorized vehicle including any off highway

recreational vehicle as defined in RSA 215-A:1, VI, or any snowmobile as defined in RSA 215C:1.

IX. "Renter" means a person, or any agent or representative of the person, entitled to the use of rented space at a self-service storage facility under a rental agreement, to the exclusion of others.

X. "Owner" means the owner, lessor, or sublessor of a self-service storage facility, the owner's agent, or any other person authorized by the owner to manage the facility, or to receive rent from a renter.

XI. "Personal property" means movable property not affixed to land, and includes, but is not limited to goods, merchandise, trailers, motor vehicles, watercraft, household items and furnishings.

XII. "Rented space" means the individual storage space at the self-service storage facility that is rented to a renter under a rental agreement.

XIII. "Rental agreement" means any written agreement that establishes or modifies the terms, conditions, or rules concerning the use and occupancy of a rented space at a self-service storage facility.

XIV. "Self-service storage facility" means any real property designed and used for the purpose of renting or leasing individual storage space in which the renters themselves customarily store and remove their own personal property on a self-service basis. A self-service storage facility is not a warehouse as the term "warehouse" is used in RSA 382-A:7.

XV. "Verified mail" shall have the same meaning as that term is defined in RSA 21:53. 21:53 Verified Mail. The term "verified mail" means any method of mailing that is offered by the United States Postal Service or any other carrier, and which provides evidence of mailing.

451-C:2 Restrictions on Use.

I. An owner shall not knowingly permit a rented space at a self-service storage facility to be used for residential purposes.

II. A renter shall not use a rented space for residential purposes. 451-C:3 Entry of Owner into Rented Space. An owner may enter a rented space without notice to the renter in the event of an emergency or to provide services that are reasonably necessary or were agreed to by the renter.

451-C:4 Storage Lien; Contents of Rental Agreement.

I. The owner of a self-service storage facility has a lien on all personal property stored within each rented space for rent, fees, labor, or other charges, and for expenses reasonably incurred in its sale pursuant to this chapter.

II. The rental agreement shall contain a statement, in bold type, advising the renter:

(a) That property stored in the rented space is not insured by the owner against loss or damage;

(b) Of the existence of the lien;

(c) That property stored in the rented space may be sold to satisfy the lien if the renter is in default;

(d) If the rental agreement contains a limit on the value of property stored in the rented space, the limit is deemed to be the maximum value of the property stored in that space and the maximum liability of the owner for any claim; and

(e) That a late fee may be charged by the owner for each service period that the renter does not pay rent when due.

III. The rental agreement shall state the date on which rent is due and the date on which any late fee accrues, provided that such late fee shall comply with the requirements of RSA 451-C:7.

IV. The rental agreement shall state the notice required prior to any sale of property under this chapter.

V. The rental agreement shall contain a provision allowing the renter to disclose any lienholders with an interest in the property that is or will be stored in the rented space.

VI. If the owner offers notice by electronic mail, the rental agreement shall, in bold typeface, contain an affirmative statement that the renter may agree to receive notice by electronic mail only. If the renter chooses to receive notices by electronic mail only, the renter's assent shall be indicated in the rental agreement.

451-C:5 Control of Property in Rented Space.

Except as otherwise provided in this chapter or as stated in the rental agreement, the exclusive care, custody, and control of all property stored in the rented space shall vest in the renter until a lien sale under the provisions of this chapter.

451-C:6 Denial of Access.

I. The owner may immediately deny the renter and all others access to the rented space and the self-service storage facility if the owner reasonably suspects that the rented space is being used for residential or other unlawful purposes.

II. If a renter is in default for a period of 5 days or more, the owner may deny the renter access to the rented space in a reasonable and peaceable manner. Such denial of access may last until the unpaid rent, charges, fees, and expenses are paid in full.

451-C:7 Late Fees.

I. An owner may impose a reasonable late fee in accordance with this section for each service period that a renter does not pay all rent, charges, fees, or expenses when due. A late fee shall not be imposed if the renter pays all rent, charges, fees, and expenses in full by the fifth day after the due date.

II. An owner shall not impose a late fee unless the amount of that fee and the conditions for imposing that fee are stated in the rental agreement.

III. A late fee of \$20 or 20 percent of the amount of each rental payment, whichever is greater, is deemed reasonable and does not constitute a penalty. Any late fee imposed by the owner pursuant to this section shall be in addition to any other remedy provided by law or contract.

451-C:8 Enforcement of Owner's Lien; Notice of Sale.

After default, an owner's lien may be enforced by selling the property stored in the rented space at a public or private sale, but only in accordance with the following procedure:

I. No sooner than 5 days after such default, the renter and all other lienholders identified in the rental agreement shall be notified by first class mail or electronic mail sent to the last known address of any person to be notified.

II. No sooner than 14 days after such default, a notice of the sale shall be delivered to the renter in person, by electronic mail, or by verified mail to the last known address, stating the time and place of sale, the property to be sold, and the amount of the rent, charges, fees, or expenses owed.

III. The notice of sale shall include:

(a) A statement that the contents of the rented space are subject to the owner's lien;

(b) A general description of the contents, if known, by the owner;

(c) A statement of the owner's claim, indicating the charges due on the date of the notice, the amount of any additional charges which shall become due before the date of sale, and the date such additional charges shall become due;

(d) A demand for payment of the charges due within a specified time, not less than 14 days after delivery of notification;

(e) A statement that unless the claim is paid within the time stated, the contents of the renter's space will be sold at a public or private sale at the date, time, and place specified; and

(f) The name, street address, and telephone number of the owner, or the owner's designated agent, whom the renter may contact to respond to the notice.

IV. If the sale is to be a public sale at a physical location, notwithstanding the date and time specified in the notice of the sale, the owner may postpone the sale due to inclement weather on the day of the sale. In the event of a postponement, a notice of the sale shall be delivered to the renter in person, by electronic mail, or by verified mail at the last known address, no less than 5 days before the new date of the sale, stating:

(a) That the sale was postponed due to inclement weather;

(b) The new date, time, and place of the sale; and

(c) The amount of the rent, charges, fees, and expenses owed.

V. Notice by verified mail or first-class mail shall be deemed delivered when deposited with the United States Postal Service or any other carrier if it is properly addressed with postage prepaid. Notice by electronic mail shall be deemed delivered when properly addressed and sent to the last known electronic mail address for the renter.

VI. If the personal property upon which the lien is claimed is a motor vehicle or trailer, the owner shall comply with the requirements of RSA 451-C:9 and RSA 451-C:10.

451-C:9 Motor Vehicles and Trailers; Towing.

If the personal property in the rented space is a motor vehicle or trailer, and any of the rent, charges, fees, or expenses remain unpaid for at least 30 days, the owner may have the motor vehicle or trailer towed by an insured towing company. If the owner has the motor vehicle or trailer towed, the owner need not comply with RSA 451-C:10. The owner has no liability to any person for the removal of the motor vehicle or trailer or any damage to the motor vehicle or trailer. Alternatively, the owner may sell the motor vehicle in accordance with RSA 451-C:8, RSA 451-C:10, and 451-C:11.

451-C:10 Notice to Lienholder with Regard to a Motor Vehicle.

I. An owner shall inquire in writing, by verified mail, personal delivery, or any other method permitted by the division of motor vehicles or the secretary of state, to determine from the division of motor vehicles and the secretary of state with regard to a motor vehicle whether a lien exists upon the title to said motor vehicle. Any such written inquiry that requests information on financing statements filed under RSA 382-A shall be in the form, and subject to the fees, required by that chapter. If no lien is found, or in the case where the inquiry had been made in writing and no response is received from the division of motor vehicles or the secretary of state within 14 days after such inquiry is sent by verified mail or otherwise delivered, the owner may proceed to sell or otherwise dispose of such motor vehicle as prescribed by this chapter.

II. If determination is made under the procedure described in paragraph I that a lien exists, a notice of sale under this chapter shall be sent by verified mail to the last known address of each holder of a security interest or lienholder no less than 14 days before the sale. The notice shall state the time and place of the sale, the property to be sold, and the amount of the rent, charges, fees, or expenses owed. Notwithstanding any other provision of this chapter, any lienholder having a properly perfected lien or security interest shall be entitled to remove such personal property from the owner's possession or from the renter's rented space within 14 days of the date of delivery of the notice of the sale upon payment of all unpaid rents, fees, charges, and expenses for the rented space. The lienholder's right to possession of the motor vehicle in accordance with this paragraph is established notwithstanding the lack of breach by the owner of such motor vehicle under the debt instrument or security agreement creating the lien or security interest on such motor vehicle. The owner shall not be responsible for determining priority as between any competing lienholders. If the owner and the lienholder who has received the notice agree to store the motor vehicle at the facility, the lienholder shall pay the amount of the rent, charges, fees, and expenses due from and after the date of the notice to the lienholder, and pay the monthly rental fee until such personal property is removed from the facility.

III. Notice by verified mail shall be deemed delivered when deposited with the United States Postal Service or any other carrier if it is properly addressed with postage prepaid.

451-C:11 Sale of Personal Property.

I. If after 30 days, any of the rent, charges, fees, or expenses remain unpaid, the owner may remove any locks, may remove any personal property from the rented space and retain such personal property, and after first satisfying the notice provisions of RSA 451-C:8 and RSA 451-C:10, may proceed to sell such personal property to satisfy the lien. The owner may sell such personal property as a unit or in parcels at a private or public sale. The sale may be conducted in person or online where the property is held or stored or through a publicly accessible Internet website.

II. Proceeds from the sale shall be distributed as provided in paragraph III. If proceeds of the sale are not sufficient to satisfy the renter's outstanding obligations to the owner, the renter remains liable to the owner for such deficiency. A renter who purposely or knowingly accesses a rented space or removes property from a rented space after being denied access in accordance with RSA 451-C:6 may be prosecuted under RSA 635:2 and RSA 638:9.

III. The proceeds shall first be applied to satisfy such rent, charges, fees, and expenses. Proceeds remaining after the sale and payment of rent, charges, fees, and expenses to the owner shall then be held for 90 days from the date of sale for delivery on demand to any lienholders of record or to the renter. If the balance is not claimed after 90 days, the owner shall report the balance in accordance with RSA 471-C:19.

451-C:12 Disposal of Stored Personal Property.

I. The owner may dispose of stored personal property without liability to any person if:

(a) The owner has complied with the provisions of RSA 451-C:8 through RSA 451-C:11 and no qualified buyer has purchased the personal property; or

(b) After removing any locks in accordance with RSA 451-C:11, the owner reasonably determines that the personal property has a value less than \$500. Prior to disposing of stored personal property pursuant to this section, the owner shall comply with RSA 451-C:10 but need not comply with RSA 451-C:8 or RSA 451-C:11.

II. The owner shall notify the renter in writing by electronic mail or first-class mail no later than 10 days before disposing of the renter's property that the owner will dispose of the property unless the renter pays all rent, charges, fees, and expenses by the date provided in the notice. The owner may include this notice as part of the notice provided pursuant to RSA 451-C:8.

451-C:13 Purchaser.

A purchaser in good faith of personal property under the provisions of this chapter shall take the personal property free and clear of any other's rights, even if the owner has not complied with the provisions of this chapter or the rental agreement.

451-C:14 Liability.

An owner acting in accordance with the provisions of this chapter shall not be liable to the renter, lienholder, or any other person.

451-C:15 Value of Stored Property.

If a rental agreement contains a limit on the value of personal property that may be stored in the rented space, the limit is deemed to be the maximum value of the stored personal property and the maximum liability of the owner for any claim by any person.

451-C:16 Savings Clause.

All rental agreements, entered into before the effective date of this chapter which have not been extended or renewed after that date, shall remain valid and may be enforced or terminated in accordance with their terms or as permitted by any other law of this state. Nothing in this chapter shall be construed to impair or affect the right of the parties to create additional rights, duties, and obligations in and by virtue of the rental agreement.