



Wisconsin Lien Law

Property (Chs. 700 — 711), Chapter 704. Landlord and Tenant (§§ 704.01 — 704.95)

Self-service storage facilities. Wis. Stat. § 704.90

704.90. Self-service storage facilities.

(1) Definitions. In this section:

- (a) “Default” means the lessee fails to pay rent or other charges due under a rental agreement for a period of 7 consecutive days after the due date under the rental agreement.
- (am) “Last-known address” means the address provided by a lessee to an operator in the most recent rental agreement between the lessee and the operator or the address provided by a lessee to an operator in a written notice of a change of address, whichever address is provided later.
- (b) “Leased space” means a self-service storage unit or a space located within a self-service storage facility that a lessee is entitled to use for the storage of personal property on a self-service basis pursuant to a rental agreement and that is not rented or provided to the lessee in conjunction with property for residential use by the lessee.
- (c) “Lessee” means a person entitled to the use of a leased space, to the exclusion of others, under a rental agreement, or the person’s sublessee, successor or assign.
- (d) “Operator” means the owner, lessor or sublessor of a self-service storage facility or of a self-service storage unit, an agent of any of them or any other person who is authorized by the owner, lessor or sublessor to manage the self-service storage facility or unit or to receive rent from a lessee under a rental agreement.
- (e) “Personal property” means movable property not affixed to land, including goods, wares, merchandise, vehicles, watercraft, household items, and furnishings.
- (f) “Rental agreement” means a lease or agreement between a lessee and an operator that establishes or modifies any provisions concerning the use of a leased space, including who is entitled to the use of the leased space.
- (g) “Self-service storage facility” means real property containing leased spaces but does not include a warehouse or other facility if the operator of the warehouse or facility issues a warehouse receipt, bill of lading or other document of title for personal property stored in the leased spaces.
- (h) “Self-service storage unit” means a box, shipping container, or trailer that is leased by a tenant primarily for use as a storage space whether the box, shipping container, or trailer is located at a facility owned or operated by the owner or at a location designated by the tenant.
- (i) “Vehicle” has the meaning given in s. 340.01 (74).

(j) “Verified mail” means any method of mailing that is offered by the U.S. postal service or other commercial mail delivery service and that provides evidence of mailing.

(2) Use of leased space.

(a) An operator may not knowingly permit a leased space to be used for residential purposes.

(b) A lessee may not use a leased space for residential purposes.

(2m) Written rental agreement. Every rental agreement shall be in writing and shall contain a provision allowing the lessee to specify the name and last-known address of a person who, in addition to the lessee, the operator is required to notify under sub. (5) (b) 1. If the rental agreement contains a provision that places a limit on the value of property that is stored in the leased space, that provision shall be typed in bold type or underlined type of the same size as the remainder of the agreement.

(3) Lien and notice in rental agreement.

(a) An operator has a lien on all personal property stored in a leased space for rent and other charges related to the personal property, including expenses necessary to the preservation, removal, storage, preparation for sale and sale of the personal property. The lien attaches as of the first day the personal property is stored in the leased space and is superior to any other lien on or security interest in the personal property except for a statutory lien or a security interest that is perfected by filing prior to the first day the personal property is stored in the leased space, a security interest in a vehicle perfected under ch. 342 or a security interest in a boat perfected under ch. 30.

(b) A rental agreement shall state in boldface type that the operator has a lien on personal property stored in a leased space and that the operator may satisfy the lien by selling the personal property, as provided in this section, if the lessee defaults or fails to pay rent for the storage of personal property abandoned after the termination of the rental agreement.

(c) If the rental agreement contains a limit on the value of property stored in the lessee’s storage space, the limit shall be presumed to be the maximum value of the property stored in that space.

(4) Care and custody. Except as provided in the rental agreement and in this section, a lessee has exclusive care, custody and control of personal property stored in the lessee’s leased space.

(4b) Late fee.

(a) The operator may charge a reasonable late fee for each month a lessee does not pay rent by 5 days after the rent is due if the amount of the late fee is contained in the rental agreement.

(b) A late fee of \$20 or 20 percent of the monthly rental amount, whichever is greater, is presumed reasonable. An operator may charge a higher late fee but has the burden of proof that the higher late fee is reasonable.

(4g) Default or failure to pay after termination. A lessee who defaults or fails to pay rent for the storage of personal property abandoned after the termination of the rental agreement is subject to the procedures and remedies in subs. (4r) to (9) and (12).

(4r) Denial of access; removal and storage.

(a) If a lessee defaults, an operator may deny the lessee access to the personal property until the lessee redeems the personal property under sub. (5) (a).

(b) After the termination, by expiration or otherwise, of a rental agreement for the use of a leased space by a lessee, an operator may remove personal property remaining in the leased space and store the personal property at another site or within or outside the self-service storage facility or move the self-service storage unit to another site, or the operator may continue to store the personal property in the leased space, and the operator may deny the former lessee access to the personal property until the lessee redeems the personal property under sub. (5) (a). The operator may charge a reasonable rent for storage of the personal property, whether at another site or in the leased space. A former lessee who fails to pay the rent is subject to all procedures and remedies set forth in this section for default.

(5) Redemption and notice of opportunity to redeem.

(a) At any time prior to disposal under sub. (5m), removal under sub. (5r), or sale under sub. (6), a lessee may redeem personal property by paying the operator the full amount of rent and all other charges, if any, that are due. Upon receipt of such payment, the operator shall return the personal property, and thereafter the operator shall have no liability to any person with respect to such personal property.

(b) An operator may not dispose of personal property under sub. (5m), have a vehicle removed under sub. (5r), or sell personal property under sub. (6) unless the operator first delivers the following 2 notices:

1. Subject to sub. (7) (b), a first notice sent by either regular mail or electronic mail to the last-known address or electronic mail address of the lessee and the last-known address or electronic mail address of the person, if any, specified in the rental agreement under sub. (2m) containing all of the following:

a. Notification that the lessee is in default or has failed to pay rent for the storage of personal property abandoned after the termination of the rental agreement or both.

b. [Repealed.]

c. A notice of denial of access to the personal property if such denial is permitted under the terms of the rental agreement or under sub. (4r).

d. The name, street address and telephone number of the operator whom the lessee may contact to redeem the personal property by paying the rent and other charges due.

2. Subject to sub. (7) (b), a 2nd notice sent by verified mail to the last-known address of the lessee, or by electronic mail to the last-known electronic mail address of the lessee, containing all of the following:

a. A statement that the operator has a lien on personal property stored in a leased space.

ag. [Repealed.]

am. A notice of denial of access to the personal property if such denial is permitted under the terms of the rental agreement or under sub. (4r).

b. An itemized statement of the operator's claim for rent and other charges due as of the date of the notice and of additional rent and other charges that will become due prior to sale and the dates when they will become due.

c. A demand for payment of the rent and other charges due within a time period not sooner than 14 days after the date of the notice.

d. A statement that, unless the rent and other charges are paid within the time period under subd. 2. c., the personal property may be disposed of if the fair market value of the property is less than \$100, may be removed by a towing company if the property is a vehicle, or will be sold; a specification of the date, time, and place of the sale if the property is to be sold; and a statement that if the property is sold the operator first shall apply the

proceeds of the sale to satisfy the lien and then shall return any balance to the lessee or, if the operator cannot with due diligence locate the lessee, report and deliver any balance to the secretary of revenue as provided under ch. 177.

e. The name, street address and telephone number of the operator whom the lessee may contact to redeem the personal property by paying the rent and other charges due.

(c) When the operator sends the 2nd notice under par. (b) 2., the operator shall have available, at the operator's discretion, either photographs or a video of the personal property. The operator shall make the photographs or video available to the lessee upon the lessee's request.

(5m) Disposal of certain property. If the fair market value of the personal property that was stored in the lessee's leased space is less than \$100, an operator may do any of the following:

(a) Donate the personal property to an organization described in section 501 (c) (3) of the Internal Revenue Code that is exempt from federal income tax under s. 501 (a) of the Internal Revenue Code.

(b) Dispose of the personal property in a solid waste facility.

(c) Have the personal property recycled.

(d) Dispose of the personal property in another manner that is reasonable under the circumstances.

(5r) Removal of vehicle.

(a) If the personal property stored in the lessee's leased space is a vehicle, in lieu of a sale under sub. (6), the operator may have the vehicle removed from the leased space by a towing company as provided in s. 349.13 (3m) if all of the following apply:

1. The lessee failed to pay rent or other charges under a rental agreement for at least 7 consecutive days after the due date under the rental agreement.

2. The operator has complied with the notice requirements under subs. (5) (b) and (7) (b).

3. Before the operator sent the 2nd notice under sub. (5) (b) 2., the lessee had failed to pay rent or other charges due under the rental agreement for more than 60 consecutive days after the due date under the rental agreement.

4. The lessee has failed to redeem the personal property under sub. (5) (a) within the time specified in the notice under sub. (5) (b) 2. c.

(b) The operator shall be immune from civil liability for any damage to or loss of the vehicle arising from or related to the removal and towing of the vehicle.

(6) Sale, advertisement of sale and proceeds of sale.

(a) After the expiration of the time period given in the 2nd notice under sub. (5) (b) 2. c., an operator may sell personal property that was stored in a lessee's leased space to satisfy the lien under sub. (3) (a) in the manner set forth in pars. (b) and (c) if all of the following conditions are met:

2. The operator has complied with the notice requirements under subs. (5) (b) and (7) (b).

3. The lessee has failed to redeem the personal property under sub. (5) (a) within the time period specified in the notice under sub. (5) (b) 2. c.

4. An advertisement of the sale is published once in a newspaper of general circulation where the self-service storage facility or unit is located.

Source: <https://docs.legis.wisconsin.gov/statutes/statutes/704/90>

5. The advertisement under subd. 4. contains all of the following:
 - a. A brief and general description of the personal property reasonably adequate to permit its identification.
 - b. The address of the self-service storage facility or of the operator of the self-service storage unit and the name of the lessee.
6. The sale takes place not sooner than 15 days after the publication under subd. 4.
7. Except as provided in par. (am), the sale conforms to the terms of the notices under sub. (5) (b) and to any of the following:
 - a. The personal property is offered either as a single parcel or multiple parcels at a public sale attended by 3 or more bidders.
 - b. The personal property has been offered to at least 3 persons who deal in the type of personal property offered for sale and is sold in a private transaction.
 - c. The personal property is sold in another manner that is commercially reasonable, including by means of the Internet.
8. The sale is conducted at an Internet site that is reasonably expected to attract bidders or, if conducted at a physical location, is held at the self-service storage facility, at the self-service storage unit, or at the nearest suitable place to the place where the personal property is stored.

(am) If the sale is advertised to be a public sale at a physical location, notwithstanding the date and time specified in the notice under sub. (5) (b) 2. d. for the sale, the operator may postpone the sale for up to 14 days due to inclement weather on the day of the sale. If the sale is postponed, the operator shall provide notice of the new date, time, and place of the sale in an advertisement that satisfies the requirements under par. (a) 5. and that provides the original date of the sale, that explains that the original sale was postponed, and that provides the reason for the postponement. The advertisement under this paragraph may be published in the manner provided in par. (a) 4. and the sale on the new date may be conducted as provided in par. (a) 8. The operator shall also send notice at least 5 days before the new date of the sale, by regular mail to the last-known address of the lessee or by electronic mail to the last-known electronic mail address of the lessee, stating that the sale was postponed and providing the new date, time, and place of the sale.

(b) The operator first shall apply the proceeds of the sale to satisfy the lien under sub. (3) (a). The operator then shall return any balance of the proceeds to the lessee or, if the operator cannot with due diligence locate the lessee, report and deliver any balance to the secretary of revenue as provided under ch. 177.

(c) A purchaser in good faith of personal property sold takes the personal property free and clear of any rights of any person against whom the lien under sub. (3) (a) was valid and any rights of any other lienholder, regardless of any noncompliance with the requirements of this section by any person.

(7) Notice; presumption of delivery; use of electronic mail.

(a) Notice by mailing under sub. (5) (b) is presumed delivered if deposited with the U.S. postal service, properly addressed to the last-known address of the lessee or person specified in the rental agreement under sub. (2m) with postage prepaid.

(b) A notice under sub. (5) (b) 1. or 2. or (6) (am) may be sent by electronic mail only if the operator uses a service that provides confirmation of the receipt of electronic mail and the operator receives confirmation that the notice was received. If the operator does not use such a service or if receipt is not confirmed, the operator must send the notice by regular or verified mail, whichever is applicable.

Source: <https://docs.legis.wisconsin.gov/statutes/statutes/704/90>

(8) Supplemental nature of section. This section does not impair or affect in any way the right of parties to create liens by special contract or agreement, nor does it impair or affect any lien not arising under this section, whether the other lien is statutory or of any other nature.

(9) Rules. The department of agriculture, trade and consumer protection may promulgate rules necessary to carry out the purposes of this section.

(10) Penalties.

(a) Except as provided in par. (b), any person who violates this section or any rule promulgated under this section may be required to forfeit not more than \$1,000 for the first offense and may be required to forfeit not more than \$3,000 for the 2nd or any later offense within a year. Each day of continued violation constitutes a separate offense. The period shall be measured by using the dates of the offenses which resulted in convictions.

(b) Paragraph (a) does not apply to a lessee who violates sub. (4g) or (4r) (b) because he or she defaults or fails to pay rent for the storage of personal property abandoned after the termination of the rental agreement.

(c) Forfeitures under par. (a) shall be enforced by action on behalf of the state by the department of justice or by the district attorney of the county where the violation occurs.

(11) Duties of the department of agriculture, trade and consumer protection.

(a) Except as provided in par. (c), the department of agriculture, trade and consumer protection shall investigate alleged violations of this section and rules promulgated under sub. (9). To facilitate its investigations, the department may subpoena persons and records and may enforce compliance with the subpoenas as provided in s. 885.12.

(b) Except as provided in par. (a), the department may, on behalf of the state, bring an action for temporary or permanent injunctive or other relief in any court of competent jurisdiction for any violation of this section or any rule promulgated under sub. (9).

(c) This subsection does not apply to a lessee who violates sub. (4g) or (4r) (b) because he or she defaults or fails to pay rent for the storage of personal property abandoned after the termination of the rental agreement.

(12) Right to action for violation. In addition to the remedies otherwise provided by law, a lessee injured by a violation of this section or any rule promulgated under sub. (9) may bring a civil action to recover damages together with costs, disbursements and reasonable attorney fees, notwithstanding s. 814.04 (1), and any equitable relief as may be determined by the court.