

1 **HOUSE OF REPRESENTATIVES - FLOOR VERSION**

2 STATE OF OKLAHOMA

3 1st Session of the 60th Legislature (2025)

4 COMMITTEE SUBSTITUTE
5 FOR
6 HOUSE BILL NO. 2390

By: Hall and Hill of the House

and

Hines of the Senate

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11 COMMITTEE SUBSTITUTE

12 An Act relating to liens; amending 42 O.S. 2021,
13 Sections 196 and 197.1, which relate to the Self-
14 Service Storage Facility Lien Act; providing that a
15 rental agreement may be delivered and accepted
16 electronically; updating terms; providing that
17 continued payment shall be deemed the acceptance of a
18 rental agreement in certain circumstances; providing
19 timeline of taking possession of a storage unit and
20 disposing of certain property; providing timeline of
21 taking possession of a storage unit and selling of
22 property; providing notice requirements; and
23 providing an effective date.

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BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. AMENDATORY 42 O.S. 2021, Section 196, is
amended to read as follows:

1 Section 196. A. Where a rental agreement, as defined in
2 Section 192 of this title, is entered into between the owner and the
3 occupant, the owner of a self-service storage facility and his or
4 her heirs, executors, administrators, successors, and assigns have a
5 lien upon all personal property located at the self-service storage
6 facility for rent, late fees, labor, or other charges, present or
7 future, in relation to the personal property and for expenses
8 necessary for its preservation or expenses reasonably incurred in
9 its sale or other disposition pursuant to the Self-Service Storage
10 Facility Lien Act. A rental agreement may be delivered and accepted
11 electronically.

12 B. The lien attaches as of the date the personal property is
13 brought to the self-service storage facility and continues so long
14 as the owner retains possession and until the default is corrected,
15 or a sale is conducted, or the property is otherwise disposed of to
16 satisfy the lien.

17 C. A facility or unit owner may charge a tenant a reasonable
18 late fee for each period that the tenant does not pay rent due under
19 the rental agreement. The amount of the late fee and the conditions
20 for imposing such a fee shall be stated in the rental agreement or
21 in an addendum to the agreement. For purposes of this subsection, a
22 late fee not to exceed the greater of Twenty Dollars (\$20.00) or
23 twenty percent (20%) of unpaid rent is considered reasonable.

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1 D. The rental agreement shall contain a provision directing the
2 occupant to disclose any lienholders with an interest in property
3 that is or will be stored in a self-service storage facility.

4 E. If the personal property is a vehicle, watercraft or trailer
5 and ~~rent and other charges remain unpaid~~ the occupant is in default
6 for sixty (60) days, the facility owner may have the vehicle,
7 watercraft or trailer towed from the self-service storage facility.
8 If the vehicle, watercraft or trailer is towed from the self-service
9 storage facility, the facility owner shall not be liable for the
10 vehicle, watercraft or trailer or for any damages to the vehicle,
11 watercraft or trailer once the towing company takes possession of
12 the property.

13 F. If within thirty (30) days of the delivery of a written
14 rental agreement from the owner to the occupant by hand delivery,
15 first-class mail, or, if mutually agreed between the owner and
16 occupant in the rental agreement or in an addendum to the rental
17 agreement, by electronic mail, the occupant fails to sign such
18 rental agreement, the occupant's payment of rent or continued use of
19 the storage space shall be deemed an acceptance of the rental
20 agreement and such rental agreement shall be enforceable against the
21 occupant as if it had been signed by the occupant.

22 SECTION 2. AMENDATORY 42 O.S. 2021, Section 197.1, is
23 amended to read as follows:
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1 Section 197.1. A. If the occupant ~~abandons or surrenders~~
2 ~~possession of the self-service storage facility and leaves~~ has left
3 household goods, furnishings, fixtures, or any other personal
4 property in the self-service storage facility at the end of the
5 rental agreement, the owner may take possession of the property, and
6 if, in the judgment of the owner, the property has no ascertainable
7 or apparent value, the owner may dispose of the property without any
8 duty of accounting or any liability to any party.

9 B. If the occupant ~~abandons or surrenders possession of the~~
10 ~~self-service storage facility and leaves~~ has left household goods,
11 furnishings, fixtures, or any other personal property in the self-
12 service storage facility for a period of thirty (30) days or longer
13 following the end of the rental agreement, the owner may take
14 possession of the property, and if, in the judgment of the owner the
15 property has an ascertainable or apparent value, ~~such property left~~
16 ~~with the owner for a period of thirty (30) days or longer shall be~~
17 ~~conclusively determined to be abandoned and as such~~ the owner may
18 dispose of said property in any manner which he or she deems
19 reasonable and proper without liability to the occupant or any other
20 interested party; however, before the property is disposed of, the
21 owner shall provide written notice to the occupant, by certified
22 mail with return receipt requested or by verified mail, and the
23 owner may dispose of the property fifteen (15) days after the owner
24 ~~receives the return receipt document or fifteen (15) days after the~~

1 ~~owner receives a communication from the United States Post Office~~
2 ~~that the written notice was not claimed by the addressee, whichever~~
3 ~~period occurs first~~ has delivered the notice.

4 SECTION 3. This act shall become effective November 1, 2025.

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6 COMMITTEE REPORT BY: COMMITTEE ON COMMERCE AND ECONOMIC DEVELOPMENT
7 OVERSIGHT, dated 03/03/2025 - DO PASS, As Amended and Coauthored.

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