

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact § 55.1-2900 of the Code of Virginia and to amend the Code of Virginia by*
 3 *adding a section numbered 55.1-2903.1, relating to Virginia Self-Service Storage Act; disposal of*
 4 *abandoned personal property in certain cases; definitions.*

5 [S 660]

6 Approved

7 **Be it enacted by the General Assembly of Virginia:**8 **1. That § 55.1-2900 of the Code of Virginia is amended and reenacted and that the Code of Virginia is**
 9 **amended by adding a section numbered 55.1-2903.1 as follows:**10 **§ 55.1-2900. Definitions.**

11 As used in this chapter, unless the context requires a different meaning:

12 "Default" means the failure to perform on time any obligation or duty set forth in the rental agreement or
 13 this chapter.14 "Last known address" means that address or electronic mail address provided by the occupant in the rental
 15 agreement or, *by any method as may be required by the terms of the rental agreement*, the address or
 16 electronic mail address provided by the occupant in a subsequent written notice of a change of address.17 "Leased space" means the individual storage space at the self-service facility that is leased or rented to an
 18 occupant pursuant to a rental agreement.19 "Occupant" means a person, his sublessee, successor, or assign, entitled to the use of a leased space at a
 20 self-service storage facility under a rental agreement.21 "Owner" means the owner, operator, lessor, or sublessor of a self-service storage facility, his agent, or any
 22 other person authorized to manage the facility or to receive rent from any occupant under a rental agreement.23 The owner of a self-service storage facility is not a warehouseman as defined in § 8.7-102, unless the
 24 owner issues a warehouse receipt, bill of lading, or other document of title for the personal property stored, in
 25 which event, the owner and the occupant are subject to the provisions of Title 8.7 dealing with
 26 warehousemen.27 "Personal property" means movable property not affixed to land and includes goods, wares, merchandise,
 28 and household items and furnishings.29 "Rental agreement" means any agreement or lease that establishes or modifies the terms, conditions, or
 30 rules concerning the use and occupancy of a self-service storage facility. The rental agreement may be
 31 delivered and accepted electronically.32 "Self-service storage facility" means any real property designed and used for renting or leasing individual
 33 storage spaces, other than storage spaces that are leased or rented as an incident to the lease or rental of
 34 residential property or dwelling units, to which the occupants thereof have access for storing or removing
 35 their personal property. No occupant shall use a self-service storage facility for residential purposes.36 "Verified mail" means any method of mailing that is offered by the United States Postal Service or private
 37 delivery service that provides evidence of mailing.38 **§ 55.1-2903.1. Disposal of property abandoned after termination or nonrenewal of rental agreement.**39 *A. If any items of an occupant's personal property are left in a leased space or on the property of a self-*
 40 *service storage facility after the termination or nonrenewal of a rental agreement, the owner may consider*
 41 *such property to be abandoned. Before disposing of such abandoned property, the owner shall provide to the*
 42 *occupant at the occupant's last known address written notice of the date of the termination or nonrenewal of*
 43 *the rental agreement and shall include a statement that the owner shall dispose of any personal property left*
 44 *in the leased space or on the property of a self-service storage facility within 24 hours after expiration of a*
 45 *10-day period from the date such notice was given. The occupant shall have the right to remove such*
 46 *personal property at any reasonable time and subject to reasonable restrictions until the owner has disposed*
 47 *of the remaining personal property.*48 *B. Until the owner disposes of the remaining personal property, the owner shall have no liability for the*
 49 *risk of loss for such personal property. If the owner fails to allow reasonable access to the occupant to*
 50 *remove such personal property as provided in this section, the occupant shall have a right to injunctive or*
 51 *other relief as provided by law. If the owner receives any funds from any sale of the abandoned property, the*
 52 *owner shall pay such funds to the account of the occupant and apply the funds to any amounts due to the*
 53 *owner by the occupant, including reasonable costs incurred by the owner in selling, storing, or safekeeping*
 54 *such property. If any funds remain after application, the owner shall pay such funds directly to the occupant.*55 *In any case where an occupant's default under a rental agreement is due to a failure to meet any financial*
 56 *or monetary obligation under the terms of such rental agreement, the provisions of this section shall not*

57 *apply; in such case, the provisions of §§ 55.1-2901 and 55.1-2902, or other available legal remedy shall*
58 *apply.*