

On Friday, December 5, 2025, I hired movers to move my property out of my storage unit 5193 (the “Unit”) at 211 E. Pleasant Street, Baltimore, MD 21202 (the “Facility”). However, even though I moved my belongings several times in the past, in this case, I was forced to leave bags and boxes filled with destroyed items in the Unit because rats extensively damaged my property.

A. Rat Problem

In the spring of 2025, I discovered two books destroyed by rats in the Unit. Cube Smart claimed the rats in my Unit were due to a neighbor in the Facility that brought baby food into his storage unit and attracted rodents (the “Neighbor”). Cube Smart never provided me with information regarding the Neighbor that brought baby food into his unit other than to inform me that the neighbor had been forced to vacate his unit. Nor has Cube Smart provided me with specific information about when Cube Smart discovered the rats, but the information made available to me made it sound as if Cube Smart discovered the issue in early 2025. At the time of the start of the rat problem, I was not a Baltimore resident and infrequently visited my Unit. I typically visited my Unit every few months.

Cube Smart knew or should have known I would have no knowledge of when the rat problem began and no ability to protect my property from damage without notification of the rat problem by Cube Smart. Yet, Cube Smart never informed me that there was a rat problem. Instead, in the late spring of 2025, I visited my storage unit and discovered two books had been destroyed by rats.

I spoke with management at Cube Smart and was told there HAD been a problem due to the Neighbor, and Cube Smart had hired exterminators to ELIMINATE the problem. Cube Smart made me believe that the exterminators had eliminated the rats. However, it became clear in November 2025 that not only were the rats not gone, but the problem had gotten significantly worse and more of my property was damaged including my shoes, boxes, and bags.

As a result of Cube Smart’s bad faith handling of the rat problem, including but not limited to the Facility’s failures to (a) inform me about the rat problem after Cube Smart first became aware of the problem; (b) give notice to me of the rodent issue so that I could protect my property; and (c) alert me to the return of the rats in the later part of 2025, I decided to vacate the Unit.

B. Damages

On December 5, 2025, I had movers remove my property from the Unit. On December 5, 2025, I discovered that the damage to my belongings was extensive and over 30 items were damaged. In fact, the rats damaged a box spring, vacuum cleaner, wrapping paper, clothing, towels, blankets, shoes, bags, a hamper, couch cushion, printer paper, a ski boot bag, and other items.

C. Health & Safety

Cube Smart had a duty to maintain a generally clean, pest-free environment. Cube Smart was also required to address known problems. Yet, Cube Smart failed to properly manage the rat problem, and the rat issue became worse after the Neighbor vacated. The extent of the damage to my property and amount of rat droppings in the floor of my unit prove shown in the attached photos show that the rat problem was not a 1-3 week problem an exterminator was able to eliminate in early 2025. Nor was this a 1-3 month problem. Rather, the amount of rat droppings

on the floor of the Unit and my property make clear this problem has been ongoing for more than 9 months, far more than it should have if Cube Smart was appropriately managing the rat problem.