
SENATE BILL 5937

State of Washington

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By Senators Pedersen, Goehner, and Bateman

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1 AN ACT Relating to the use of a smart access system in a
2 residential property subject to the residential landlord-tenant act;
3 reenacting and amending RCW 59.18.030; and adding new sections to
4 chapter 59.18 RCW.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 **Sec. 1.** RCW 59.18.030 and 2023 c 331 s 2 and 2023 c 277 s 10 are
7 each reenacted and amended to read as follows:

8 As used in this chapter:

9 (1) "Active duty" means service authorized by the president of
10 the United States, the secretary of defense, or the governor for a
11 period of more than 30 consecutive days.

12 (2) "Authentication data" means the data generated or collected
13 at the point of authentication in connection with granting a user
14 entry to a smart access building, common area, or dwelling unit
15 through such building's smart access system, excluding data generated
16 through or collected by a video, audio, or camera system that is used
17 to monitor entrances but not grant entry.

18 (3) "Biometric identifier information" means a physiological,
19 biological, or behavioral characteristic that is used to identify, or
20 assist in identifying, an individual including, but not limited to:

21 (a) A retina or iris scan;

1 (b) A fingerprint;

2 (c) A voiceprint; or

3 (d) A scan or record of a palm, hand, or face geometry.

4 (4) "Certificate of inspection" means an unsworn statement,
5 declaration, verification, or certificate made in accordance with the
6 requirements of chapter 5.50 RCW by a qualified inspector that states
7 that the landlord has not failed to fulfill any substantial
8 obligation imposed under RCW 59.18.060 that endangers or impairs the
9 health or safety of a tenant, including (a) structural members that
10 are of insufficient size or strength to carry imposed loads with
11 safety, (b) exposure of the occupants to the weather, (c) plumbing
12 and sanitation defects that directly expose the occupants to the risk
13 of illness or injury, (d) not providing facilities adequate to supply
14 heat and water and hot water as reasonably required by the tenant,
15 (e) providing heating or ventilation systems that are not functional
16 or are hazardous, (f) defective, hazardous, or missing electrical
17 wiring or electrical service, (g) defective or hazardous exits that
18 increase the risk of injury to occupants, and (h) conditions that
19 increase the risk of fire.

20 ~~((3))~~ (5) "Commercially reasonable manner," with respect to a
21 sale of a deceased tenant's personal property, means a sale where
22 every aspect of the sale, including the method, manner, time, place,
23 and other terms, must be commercially reasonable. If commercially
24 reasonable, a landlord may sell the tenant's property by public or
25 private proceedings, by one or more contracts, as a unit or in
26 parcels, and at any time and place and on any terms.

27 ~~((4))~~ (6) "Comprehensive reusable tenant screening report"
28 means a tenant screening report prepared by a consumer reporting
29 agency at the direction of and paid for by the prospective tenant and
30 made available directly to a prospective landlord at no charge, which
31 contains all of the following: (a) A consumer credit report prepared
32 by a consumer reporting agency within the past 30 days; (b) the
33 prospective tenant's criminal history; (c) the prospective tenant's
34 eviction history; (d) an employment verification; and (e) the
35 prospective tenant's address and rental history.

36 ~~((5))~~ (7) "Criminal history" means a report containing or
37 summarizing (a) the prospective tenant's criminal convictions and
38 pending cases, the final disposition of which antedates the report by
39 no more than seven years, and (b) the results of a sex offender
40 registry and United States department of the treasury's office of

1 foreign assets control search, all based on at least seven years of
2 address history and alias information provided by the prospective
3 tenant or available in the consumer credit report.

4 ~~((+6))~~ (8) "Designated person" means a person designated by the
5 tenant under RCW 59.18.590.

6 ~~((+7))~~ (9) "Distressed home" has the same meaning as in RCW
7 61.34.020.

8 ~~((+8))~~ (10) "Distressed home conveyance" has the same meaning as
9 in RCW 61.34.020.

10 ~~((+9))~~ (11) "Distressed home purchaser" has the same meaning as
11 in RCW 61.34.020.

12 ~~((+10))~~ (12) "Dwelling unit" is a structure or that part of a
13 structure which is used as a home, residence, or sleeping place by
14 one person or by two or more persons maintaining a common household,
15 including but not limited to single-family residences and units of
16 multiplexes, apartment buildings, and mobile homes.

17 ~~((+11))~~ (13) "Eviction history" means a report containing or
18 summarizing the contents of any records of unlawful detainer actions
19 concerning the prospective tenant that are reportable in accordance
20 with state law, are lawful for landlords to consider, and are
21 obtained after a search based on at least seven years of address
22 history and alias information provided by the prospective tenant or
23 available in the consumer credit report.

24 ~~((+12))~~ (14) "Gang" means a group that: (a) Consists of three or
25 more persons; (b) has identifiable leadership or an identifiable
26 name, sign, or symbol; and (c) on an ongoing basis, regularly
27 conspires and acts in concert mainly for criminal purposes.

28 ~~((+13))~~ (15) "Gang-related activity" means any activity that
29 occurs within the gang or advances a gang purpose.

30 ~~((+14))~~ (16) "Immediate family" includes state registered
31 domestic partner, spouse, parents, grandparents, children, including
32 foster children, siblings, and in-laws.

33 ~~((+15))~~ (17) "In danger of foreclosure" means any of the
34 following:

35 (a) The homeowner has defaulted on the mortgage and, under the
36 terms of the mortgage, the mortgagee has the right to accelerate full
37 payment of the mortgage and repossess, sell, or cause to be sold the
38 property;

39 (b) The homeowner is at least 30 days delinquent on any loan that
40 is secured by the property; or

1 (c) The homeowner has a good faith belief that he or she is
2 likely to default on the mortgage within the upcoming four months due
3 to a lack of funds, and the homeowner has reported this belief to:

4 (i) The mortgagee;

5 (ii) A person licensed or required to be licensed under chapter
6 19.134 RCW;

7 (iii) A person licensed or required to be licensed under chapter
8 19.146 RCW;

9 (iv) A person licensed or required to be licensed under chapter
10 18.85 RCW;

11 (v) An attorney-at-law;

12 (vi) A mortgage counselor or other credit counselor licensed or
13 certified by any federal, state, or local agency; or

14 (vii) Any other party to a distressed property conveyance.

15 (~~(16)~~) (18) "Landlord" means the owner, lessor, or sublessor of
16 the dwelling unit or the property of which it is a part, and in
17 addition means any person designated as representative of the owner,
18 lessor, or sublessor including, but not limited to, an agent, a
19 resident manager, or a designated property manager.

20 (~~(17)~~) (19) "Mortgage" is used in the general sense and
21 includes all instruments, including deeds of trust, that are used to
22 secure an obligation by an interest in real property.

23 (~~(18)~~) (20) "Orders" means written official military orders, or
24 any written notification, certification, or verification from the
25 service member's commanding officer, with respect to the service
26 member's current or future military status.

27 (~~(19)~~) (21) "Owner" means one or more persons, jointly or
28 severally, in whom is vested:

29 (a) All or any part of the legal title to property; or

30 (b) All or part of the beneficial ownership, and a right to
31 present use and enjoyment of the property.

32 (~~(20)~~) (22) "Permanent change of station" means: (a) Transfer
33 to a unit located at another port or duty station; (b) change in a
34 unit's home port or permanent duty station; (c) call to active duty
35 for a period not less than 90 days; (d) separation; or (e)
36 retirement.

37 (~~(21)~~) (23) "Person" means an individual, group of individuals,
38 corporation, government, or governmental agency, business trust,
39 estate, trust, partnership, or association, two or more persons

1 having a joint or common interest, or any other legal or commercial
2 entity.

3 ~~((22))~~ (24) "Premises" means a dwelling unit, appurtenances
4 thereto, grounds, and facilities held out for the use of tenants
5 generally and any other area or facility which is held out for use by
6 the tenant.

7 ~~((23))~~ (25) "Property" or "rental property" means all dwelling
8 units on a contiguous quantity of land managed by the same landlord
9 as a single, rental complex.

10 ~~((24))~~ (26) "Prospective landlord" means a landlord or a person
11 who advertises, solicits, offers, or otherwise holds a dwelling unit
12 out as available for rent.

13 ~~((25))~~ (27) "Prospective tenant" means a tenant or a person who
14 has applied for residential housing that is governed under this
15 chapter.

16 ~~((26))~~ (28) "Qualified inspector" means a United States
17 department of housing and urban development certified inspector; a
18 Washington state licensed home inspector; an American society of home
19 inspectors certified inspector; a private inspector certified by the
20 national association of housing and redevelopment officials, the
21 American association of code enforcement, or other comparable
22 professional association as approved by the local municipality; a
23 municipal code enforcement officer; a Washington licensed structural
24 engineer; or a Washington licensed architect.

25 ~~((27))~~ (29) "Reasonable attorneys' fees," where authorized in
26 this chapter, means an amount to be determined including the
27 following factors: The time and labor required, the novelty and
28 difficulty of the questions involved, the skill requisite to perform
29 the legal service properly, the fee customarily charged in the
30 locality for similar legal services, the amount involved and the
31 results obtained, and the experience, reputation and ability of the
32 lawyer or lawyers performing the services.

33 ~~((28))~~ (30) "Reasonable manner," with respect to disposing of a
34 deceased tenant's personal property, means to dispose of the property
35 by donation to a not-for-profit charitable organization, by removal
36 of the property by a trash hauler or recycler, or by any other method
37 that is reasonable under the circumstances.

38 ~~((29))~~ (31) "Reference data" means the information against
39 which authentication data is verified at the point of authentication
40 by a smart access system in order to grant a user entry to a smart

1 access building, a dwelling unit of a smart access building, or a
2 common area of a smart access building.

3 (32) "Rent" or "rental amount" means recurring and periodic
4 charges identified in the rental agreement for the use and occupancy
5 of the premises, which may include charges for utilities. Except as
6 provided in RCW 59.18.283(3), these terms do not include nonrecurring
7 charges for costs incurred due to late payment, damages, deposits,
8 legal costs, or other fees, including attorneys' fees.

9 ~~((30))~~ (33) "Rental agreement" or "lease" means all agreements
10 which establish or modify the terms, conditions, rules, regulations,
11 or any other provisions concerning the use and occupancy of a
12 dwelling unit.

13 ~~((31))~~ (34) "Service member" means an active member of the
14 United States armed forces, a member of a military reserve component,
15 or a member of the national guard who is either stationed in or a
16 resident of Washington state.

17 ~~((32))~~ (35) A "single-family residence" is a structure
18 maintained and used as a single dwelling unit. Notwithstanding that a
19 dwelling unit shares one or more walls with another dwelling unit, it
20 shall be deemed a single-family residence if it has direct access to
21 a street and shares neither heating facilities nor hot water
22 equipment, nor any other essential facility or service, with any
23 other dwelling unit.

24 ~~((33))~~ (36) "Smart access building" means a building containing
25 a dwelling unit that utilizes a smart access system.

26 (37) "Smart access system" means any system that uses electronic
27 or computerized technology, such as a radio frequency identification
28 card, a mobile phone application, biometric identifier information,
29 or any other digital technology that is designed to gather
30 information in order to grant entry to a building containing a
31 dwelling unit, its elevators, its common areas, or to an individual
32 dwelling unit.

33 (38) "Subsidized housing" refers to rental housing for very low-
34 income or low-income households that is a dwelling unit operated
35 directly by a public housing authority or its affiliate, or that is
36 insured, financed, or assisted in whole or in part through one of the
37 following sources:

38 (a) A federal program or state housing program administered by
39 the department of commerce or the Washington state housing finance
40 commission;

1 (b) A federal housing program administered by a city or county
2 government;

3 (c) An affordable housing levy authorized under RCW 84.52.105; or

4 (d) The surcharges authorized in RCW 36.22.250 and any of the
5 surcharges authorized in chapter 43.185C RCW.

6 ~~((34))~~ (39) A "tenant" is any person who is entitled to occupy
7 a dwelling unit primarily for living or dwelling purposes under a
8 rental agreement.

9 ~~((35))~~ (40) "Tenant representative" means:

10 (a) A personal representative of a deceased tenant's estate if
11 known to the landlord;

12 (b) If the landlord has no knowledge that a personal
13 representative has been appointed for the deceased tenant's estate, a
14 person claiming to be a successor of the deceased tenant who has
15 provided the landlord with proof of death and an affidavit made by
16 the person that meets the requirements of RCW 11.62.010(2);

17 (c) In the absence of a personal representative under (a) of this
18 subsection or a person claiming to be a successor under (b) of this
19 subsection, a designated person; or

20 (d) In the absence of a personal representative under (a) of this
21 subsection, a person claiming to be a successor under (b) of this
22 subsection, or a designated person under (c) of this subsection, any
23 person who provides the landlord with reasonable evidence that he or
24 she is a successor of the deceased tenant as defined in RCW
25 11.62.005. The landlord has no obligation to identify all of the
26 deceased tenant's successors.

27 ~~((36))~~ (41) "Tenant screening" means using a consumer report or
28 other information about a prospective tenant in deciding whether to
29 make or accept an offer for residential rental property to or from a
30 prospective tenant.

31 ~~((37))~~ (42) "Tenant screening report" means a consumer report
32 as defined in RCW 19.182.010 and any other information collected by a
33 tenant screening service.

34 ~~((38))~~ (43) "Transitional housing" means housing units owned,
35 operated, or managed by a nonprofit organization or governmental
36 entity in which supportive services are provided to individuals and
37 families that were formerly homeless, with the intent to stabilize
38 them and move them to permanent housing within a period of not more
39 than 24 months, or longer if the program is limited to tenants within
40 a specified age range or the program is intended for tenants in need

1 of time to complete and transition from educational or training or
2 service programs.

3 ~~((39))~~ (44) "User" means a tenant of a smart access building.

4 (45) "Wear resulting from ordinary use of the premises" means
5 deterioration that results from the intended use of a dwelling unit,
6 including breakage or malfunction due to age or deteriorated
7 condition. Such wear does not include deterioration that results from
8 negligence, carelessness, accident, or abuse of the premises,
9 fixtures, equipment, appliances, or furnishings by the tenant,
10 immediate family member, occupant, or guest.

11 NEW SECTION. **Sec. 2.** A new section is added to chapter 59.18
12 RCW to read as follows:

13 If requested by a tenant, a landlord must offer the tenant an
14 alternative key that does not use biometric identifier information or
15 a software application operated on a tenant's mobile phone or other
16 similar electronic device. Examples of alternative keys include, but
17 are not limited to:

- 18 (1) A key fob;
- 19 (2) A key card;
- 20 (3) A physical key; or
- 21 (4) Other form of physical access.

22 NEW SECTION. **Sec. 3.** A new section is added to chapter 59.18
23 RCW to read as follows:

24 (1) The landlord of a smart access building shall make available
25 to tenants any written privacy policy of the entity that developed
26 the smart access system utilized in such building, or any written
27 privacy policy of the entity that currently operates the smart access
28 system utilized in the building.

29 (2) The landlord of a smart access building, or an agent thereof,
30 must provide to tenants, either upon the initial signing of a lease
31 agreement or upon installation of the smart access system, a written
32 policy in plain language that describes, at a minimum, the following
33 information if it is not included in the privacy policy described in
34 subsection (1) of this section:

- 35 (a) The data elements to be collected by the smart access system,
36 including the extent to which data elements are collected that
37 contain information of, or relating to, the guests of a tenant;

1 (b) The protocols and safeguards the landlord will provide for
2 protecting such data elements;

3 (c) The retention schedule of such data;

4 (d) The protocols the landlord will follow to address any
5 suspected or actual unauthorized access to or disclosure of such data
6 elements, including notification of users;

7 (e) Guidelines for permanently destroying or anonymizing such
8 data or removing such data from the smart access system; and

9 (f) The process used to add a tenant who has provided written
10 consent on a temporary basis to the smart access system.

11 (3) If the information required to be provided under subsection
12 (2) of this section is provided by the smart access system developer
13 and the landlord does not retain or sell any information from the
14 smart access system, a landlord is compliant with the requirements of
15 this section by providing the privacy policy of the developer of the
16 smart access system.

17 NEW SECTION. **Sec. 4.** A new section is added to chapter 59.18
18 RCW to read as follows:

19 (1) A landlord of a smart access building or third party may
20 collect only the minimum amount of authentication data and reference
21 data necessary to enable the use of a smart access system for the
22 purpose of granting a user access to a building, its elevators, its
23 common areas, or to a user's dwelling.

24 (2) A smart access system may only collect, generate, or utilize
25 the following information:

26 (a) A user's name;

27 (b) The dwelling unit number and other doors or common areas to
28 which the user has access using a smart access system in a building;

29 (c) A user's preferred method of contact;

30 (d) A user's biometric identifier information if a smart access
31 system utilizes biometric identifier information;

32 (e) The identification card number or any identifier associated
33 with the physical hardware used to facilitate building entry,
34 including radio frequency identification card, bluetooth, or other
35 similar technical protocols;

36 (f) Passwords, passcodes, user names, and contact information
37 used singly or in conjunction with other reference data to grant a
38 user entry to a smart access building, dwelling unit of a building,
39 or common area of a building through the building's smart access

1 system, or to access any online tools used to manage user accounts
2 related to a building;

3 (g) Lease information, including move-in and, if available, move-
4 out dates; and

5 (h) The time and method of access, solely for security purposes.

--- **END** ---