

**HOUSE . . . . . No. 1926**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

*Steven Owens*

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to tenant data privacy.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Steven Owens</i>	<i>29th Middlesex</i>	<i>1/14/2025</i>
<i>Lindsay N. Sabadosa</i>	<i>1st Hampshire</i>	<i>1/21/2025</i>

**HOUSE . . . . . No. 1926**

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By Representative Owens of Watertown, a petition (accompanied by bill, House, No. 1926) of Steven Owens and Lindsay N. Sabadosa relative to tenant data privacy. The Judiciary.

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**The Commonwealth of Massachusetts**

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**In the One Hundred and Ninety-Fourth General Court  
(2025-2026)**  
\_\_\_\_\_

An Act relative to tenant data privacy.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 Chapter 186 of the General Laws is hereby amended by adding the following section:-

2 Section 32. (a) For the purpose of this section, the following terms shall, unless the  
3 context clearly requires otherwise, have the following meanings:

4 “Authentication data”, the data generated or collected at the point of authentication in  
5 connection with granting a user entry to a smart access building, common area or dwelling unit  
6 through such building’s smart access system, except that it does not include data generated  
7 through or collected by a video or camera system that is used to monitor entrances but not grant  
8 entry.

9 “Biometric identifier information”, a physiological, biological or behavioral characteristic  
10 that is used to identify or assist in identifying an individual including, but not limited to: (i) a  
11 retina or iris scan; (ii) a fingerprint; (iii) a voiceprint; (iv) a scan or record of a palm, hand or face  
12 geometry; (v) gait or movement patterns; or (vi) any other similar identifying characteristic.

13 “Dwelling unit”, any house or building, or portion thereof, that is occupied, designed to  
14 be occupied, or is rented, leased or hired out to be occupied, as a home or residence of 1 or more  
15 persons..

16 “Minor”, a person under the age of 18 years, except a person over the age of 15 years  
17 who is married, a parent, serving in the military or has been found financially independent by a  
18 court order.

19 “Multiple dwelling” a dwelling which is usually occupied for permanent residence  
20 purposes and which is either rented, leased, let or hired out, to be occupied as the residence or  
21 home of 3 or more families living independently of each other.

22 “Reference data”, the information against which authentication data is verified at the  
23 point of authentication by a smart access system in order to grant a user entry to a smart access  
24 building, dwelling unit of such building or a common area of such building.

25 “Smart access building”, a multiple dwelling that utilizes a smart access system.

26 “Smart access system”, any system that uses electronic or computerized technology, a  
27 radio frequency identification card, a mobile phone application, biometric identifier information  
28 or any other digital technology in order to grant entry to a multiple dwelling, common areas in  
29 such multiple dwelling or to an individual dwelling unit in such multiple dwelling.

30 “Third party”, an entity that installs, operates or otherwise directly supports a smart  
31 access system and has ongoing access to user data, excluding any entity that solely hosts such  
32 data.

33           “User”, a tenant of a smart access building and any person a tenant has requested, in  
34 writing or through a mobile application, be granted access to such tenant’s dwelling unit and  
35 such building’s smart access system.

36           (b)(1) A landlord of a smart access building or third party may not collect reference data  
37 from a user for use in a smart access system, except where such user has expressly consented, in  
38 writing or through a mobile application, to the use of such smart access building’s smart access  
39 system. Such landlord or third party may collect only the minimum amount of authentication  
40 data and reference data necessary to enable the use of such smart access system in such building  
41 and may not collect additional biometric identifier information from any users. Such smart  
42 access system may only collect, generate or utilize the following information:

43           (i) the user’s name;

44           (ii) the dwelling unit number and other doors or common areas that the user has access to  
45 using such smart access system in such building;

46           (iii) the user’s preferred method of contact;

47           (iv) the user’s biometric identifier information if such smart access system utilizes  
48 biometric identifier information;

49           (v) the identification card number or any identifier associated with the physical hardware  
50 used to facilitate building entry, including radio frequency identification card, bluetooth or other  
51 similar technical protocols;

52           (vi) passwords, passcodes, user names and contact information used singly or in  
53 conjunction with other reference data to grant a user entry to a smart access building, dwelling

54 unit of such building or common area of such building through such building's smart access  
55 system or to access any online tools used to manage user accounts related to such building;

56 (vii) lease information, including move-in and, if available, move-out dates; and

57 (viii) the time and method of access, solely for security purposes.

58 (2) A landlord of a smart access building and any third party shall destroy any  
59 authentication data collected from or generated by such smart access system in their possession  
60 no later than 90 days after such data has been collected or generated, except for authentication  
61 data that is retained in an anonymized format.

62 (3) Reference data for any tenant who has permanently vacated a smart access building  
63 shall be removed, or anonymized where removal of such data would render the smart access  
64 system inoperable, from the smart access system no later than 90 days after such tenant has  
65 permanently vacated such building. Reference data for any user that has been granted access to  
66 such tenant's dwelling unit and is not a tenant of such smart access building shall be removed, or  
67 anonymized where removal of such data would render the smart access system inoperable, from  
68 the smart access system no later than 90 days after access expires. Reference data for any user  
69 who has withdrawn authorization from a landlord or third party who had previously been given  
70 access to such reference data pursuant to this subsection shall be removed, or anonymized where  
71 removal of such data would render the smart access system inoperable, from the smart access  
72 system no later than 90 days after such authorization has been withdrawn. The same time frame  
73 shall apply when a tenant withdraws a request that a guest be granted access to such tenant's  
74 dwelling unit via the smart access system, if such guest is not also a tenant of such smart access  
75 building.

76 (4) Reference data collected solely for the operation of such smart access system for a  
77 tenant who has permanently vacated a smart access building shall be destroyed no later than 90  
78 days after a tenant has permanently vacated a smart access building or has withdrawn  
79 authorization from the landlord of such smart access building or a third party. Reference data  
80 collected solely for use of such smart access system for any user that has been granted access to  
81 such tenant's dwelling unit and is not a tenant of such smart access building shall be destroyed  
82 within the same timeframe following such: (i) user's withdrawal of authorization; and (ii)  
83 tenant's withdrawal of the request that such user be granted access to such tenant's dwelling unit  
84 via the smart access system or such tenant's permanent vacation. Any data collected in violation  
85 of this subsection shall be destroyed immediately.

86 (5) A landlord of a smart access building and any third party that has an obligation to  
87 destroy data pursuant to this subsection shall not be required to destroy any data that is:

88 (i) necessary to detect security incidents, protect against malicious, deceptive, fraudulent  
89 or illegal activity or prosecute those responsible for that activity;

90 (ii) necessary to debug to identify and repair errors that impair existing intended  
91 functionality;

92 (iii) protected speech under the United States Constitution or constitution of the  
93 commonwealth; or

94 (iv) necessary to comply with another law or legal obligation.

95 (6) Any information that a landlord of a multiple dwelling collects about a tenant's use of  
96 gas, electricity or any other utility shall be limited to such tenant's total monthly usage. It shall

97 be unlawful for a landlord of a multiple dwelling to collect any information about a tenant's use  
98 of internet service, except in a multiple dwelling that internet service is provided directly from a  
99 landlord to tenants, the landlord may collect such information if such information is aggregated  
100 and anonymized or necessary for billing purposes.

101 (7) Notwithstanding any provisions of this section, a landlord may retain, separate from  
102 the smart access system, a record of the unique identification number or other unique identifier  
103 associated with the physical hardware used to facilitate building entry, including key cards or  
104 other similar technical protocols, and the dwelling unit number associated with such unique  
105 identifier, solely for the purpose of deactivating or activating the key card or other hardware  
106 associated with such unique identifier.

107 (8) Notwithstanding any provisions of this section, reference data may be retained and  
108 utilized by a smart access system pursuant to a user request, in writing or through a  
109 mobile  
110 application, that such user's reference data be retained for longer than 90 days.

111 (c)(1) It shall be unlawful for any landlord of a smart access building or  
112 third party that collects reference data or authentication data pursuant to subsection (b) to:

113 (i) sell, lease or otherwise disclose such data to another person except: (A) pursuant to  
114 any law, subpoena, court ordered warrant, other authorized court ordered process or absent a  
115 court ordered process in emergencies when human welfare is at risk; (B) to a third party that  
116 operates or facilitates the operation of such building's smart access system, provided that the  
117 user has given express authorization, in writing or through a mobile application and has received

118 in writing, in advance of such authorization: (1) the name of the third party; (2) the intended use  
119 of such data by such third party; and (3) any privacy policy of such third party; (C) for data  
120 collected to an entity employed, retained or contracted by the landlord to improve the energy  
121 efficiency of such building; or (D) to a guest as expressly authorized, in writing or through a  
122 mobile application, by a tenant;

123 (ii) utilize any satellite navigation system or other similar system in the equipment or  
124 software of a smart access system to track the location of any user of a smart access system  
125 outside of the building using such smart access system;

126 (iii) use a smart access system to capture the reference data of any minor, except as  
127 authorized in writing by such minor's parent or legal guardian;

128 (iv) use a smart access system to deliberately collect information on or track the  
129 relationship status of tenants and their guests;

130 (v) use a smart access system to collect or track information about the frequency and time  
131 of use of such system by a tenant and their guests to harass or evict a tenant;

132 (vi) use a smart access system to collect reference data from a person who is not a tenant  
133 in such smart access building who has not given express consent, in writing or through a mobile  
134 application, provided that reference data may be collected for any employee or agent of a  
135 landlord in a smart access building, and

136 (vii) share any data that may be collected from a smart access system regarding any  
137 minor, unless such entity has received the written authorization of such minor's parent or legal  
138 guardian.

139 (2) It shall additionally be unlawful for any landlord of a smart access building, or an  
140 agent thereof, to:

141 (i) utilize data collected through a smart access system for any purpose other than: (A) to  
142 grant access to and monitor entrances and exits to the smart access building and to common areas  
143 in such building, including but not limited to laundry rooms, mail rooms and the like; and (B) to  
144 grant access to dwelling units in such buildings that use a smart access system to grant entry into  
145 dwelling units.

146 (ii) use a smart access system to limit the time of entry into the building by any user  
147 except as requested by a tenant;

148 (iii) require a tenant to use a smart access system to gain entry to such tenant's dwelling  
149 unit; and

150 (iv) use any information collected through a smart access system to harass or evict a  
151 tenant.

152 (d)(1)The landlord of a smart access building, or an agent thereof, shall provide to tenants  
153 a written policy in plain language that describes, at a minimum, the following information if it is  
154 not included in the privacy policy described in paragraph (2):

155 (i) the data elements to be collected by the smart access system;

156 (ii) the names of any entities or third parties the landlord shall share such data elements  
157 with and the privacy policies of any such entities or third parties;

158 (iii) the protocols and safeguards the landlord shall provide for protecting such data  
159 elements;

160 (iv) the retention schedule of such data;

161 (v) the protocols the landlord shall follow to address any suspected or actual unauthorized  
162 access to or disclosure of such data elements, including notification of users;

163 (vi) guidelines for permanently destroying or anonymizing such data or removing such  
164 data from the smart access system; and

165 (vii) the process used to add and remove persons who have provided written consent on a  
166 temporary basis to the smart access system.

167 (2) The landlord of a smart access building, or an agent thereof, shall make available to  
168 tenants any written privacy policy of the entity that developed the smart access system utilized in  
169 such building or any written privacy policy of the entity that currently operates the smart access  
170 system utilized in such building.

171 (e) A smart access system shall implement stringent security measures and safeguards to  
172 protect the security and data of tenants, guests and other individuals in smart access buildings.  
173 Such security measures and safeguards must, at a minimum, shall include data encryption, the  
174 ability of the user to change the password if the system uses a password and firmware that is  
175 regularly updated to enable the remediation of any security or vulnerability issues.

176 (f)(1) A lawful occupant of a dwelling unit, or a group of such occupants, in a smart  
177 access building may bring an action in superior court alleging an unlawful sale, lease or  
178 disclosure of data pursuant to this section. The superior court shall have original jurisdiction over  
179 such petitions in equity and authority to enjoin such violations. The court may, in addition to any  
180 relief court determines to be appropriate, award to:

181 (i) each such occupant per each unlawful sale, lease or disclosure of such occupant's  
182 data: (A) compensatory damages and, in such court's discretion, punitive damages; or (B) at the  
183 election of each occupant, damages ranging from \$200 to \$1,000; and

184 (ii) such occupants reasonable attorneys' fees and court costs.

185 (2) Nothing in this section shall relieve any such occupant or occupants from any  
186 obligation to pay rent or any other charge that such occupant or occupants are otherwise liable to  
187 a person found to be in violation of this section. Nothing in this section shall affect any other  
188 right or responsibility of an occupant or landlord afforded to such person pursuant to a lawful  
189 lease.

190 (g) The executive office of housing and livable communities shall inform tenants and  
191 landlords about the provisions of this section by including information about this section on its  
192 website.