



Rep. Dave Vella

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10400HB5222ham001

LRB104 18558 JRC 35424 a

1 AMENDMENT TO HOUSE BILL 5222

2 AMENDMENT NO. _____. Amend House Bill 5222 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Code of Civil Procedure is amended by
5 adding Part 4 to Article IX as follows:

6 (735 ILCS 5/Art. IX Pt. 4 heading new)

7 Part 4. Failure to Pay for Lodging

8 (735 ILCS 5/9-401 new)

9 Sec. 9-401. Failure to pay for lodging.

10 (a) As used in this Section:

11 "Emergency housing program" means any temporary lodging
12 arrangement paid for directly or indirectly by a federal,
13 State, or local government agency, including, but not limited
14 to, emergency shelter, disaster relief, transitional housing,
15 or prevention programs for the unhoused.

1 "Hotel" means any building or buildings maintained,
2 advertised, and held out to the public to be a place in which
3 lodging is offered for consideration to travelers and guests.

4 "Hotel" includes an inn, hotel, motel, tourist home or court,
5 and lodging house. "Hotel" does not include any facility that
6 provides emergency shelter or emergency housing to persons who
7 are unhoused or unsheltered if: (A) a person's admission to
8 the facility is limited to a single overnight stay or is
9 renewable on a daily basis and (B) the facility does not
10 require the payment of any fees by these persons for admission
11 to the facility. "Hotel" does not include a single-room
12 occupancy building.

13 "Lease agreement" means a written or oral agreement
14 between a hotel and an occupant executed by both parties that
15 expressly grants a right of residential tenancy under Illinois
16 law for a fixed or periodic term and specifies rent, term
17 length, and notice provisions consistent with the Landlord and
18 Tenant Act.

19 "Occupant" means any person who, because of the person's
20 rental, usage, or occupation of a room or unit in a hotel, is
21 deemed a permanent resident of the hotel.

22 "Operator" means the owner, manager, or authorized agent
23 in charge of a hotel.

24 "Single-room occupancy building" means a residential
25 building that contains 5 or more single-room occupancy units
26 in which at least 90% of the units are single-room occupancy

1 units.

2 "Single-room occupancy unit" means a dwelling unit within
3 a single-room occupancy building that is used or intended to
4 be used as sleeping quarters or living quarters with or
5 without cooking facilities, and that contains not more than
6 one room consisting of not more than 250 square feet of floor
7 area, excluding from the calculation of floor area any kitchen
8 having less than 70 square feet of floor area.

9 (b) Except as otherwise provided in this Section, an
10 occupant who fails to pay the full amount of lodging charges
11 for the rental, usage, or occupation of a room or unit in a
12 hotel when due and who remains on the hotel premises without
13 the consent of the operator is a trespasser and not a tenant.
14 Upon written notice to vacate issued by the operator, the
15 occupant has no lawful right to remain in possession of the
16 premises and may be removed under subsection (f). Nothing in
17 this subsection may be construed to affect the rights or
18 remedies of an occupant who is a tenant under a lease agreement
19 governed by Illinois landlord-tenant law.

20 (c) An operator or employee of the operator acting in good
21 faith and in substantial compliance with this Section is not
22 civilly or criminally liable for requesting law enforcement
23 assistance or for the peaceful removal of a nonpaying
24 occupant.

25 An operator acts in substantial compliance with this
26 Section if, before requesting removal, the operator:

1 (1) made a reasonable effort to collect payment,
2 including presenting an itemized invoice or folio;

3 (2) provided written notice to vacate stating the
4 reason for termination of occupancy; and

5 (3) retained written or electronic documentation
6 showing nonpayment, declined payment authorization, or
7 unauthorized continued occupancy.

8 This safe harbor does not extend to acts of willful
9 misconduct or the unlawful removal of an occupant covered by a
10 lease agreement or emergency housing program.

11 (d) This Section does not apply to any occupant placed in a
12 hotel under a government-funded emergency, disaster relief, or
13 transitional housing program if:

14 (1) the cost of lodging is paid for, directly or
15 indirectly, by a federal, State, or local agency; and

16 (2) the lodging agreement or agency contract expressly
17 specifies the occupant's temporary stay and removal
18 procedures.

19 These occupants retain only the rights and protections
20 defined by the applicable government program agreement and are
21 not tenants unless the agreement expressly creates a
22 residential tenancy.

23 (e) Nothing in this Section may be construed to limit,
24 impair, or abridge the rights of any tenant occupying a hotel
25 room under a lease agreement. These tenants may be removed
26 only through judicial proceedings under this Article IX or

1 other applicable law and are entitled to all notices,
2 protections, and legal remedies given to residential tenants.

3 (f) Upon verification of the operator's documentation
4 under subsection (c), a peace officer may remove the nonpaying
5 occupant as a trespasser.

6 If the occupant refuses to vacate after lawful notice, the
7 officer may arrest the occupant for criminal trespass to real
8 property under Section 21-3 of the Criminal Code of 2012.

9 Nothing in this Section requires law enforcement to
10 intervene in a lease dispute or a matter in which the
11 occupant's payment status is genuinely contested.

12 (g) An operator may pursue civil remedies for unpaid
13 charges, damages to property, or breach of contract. A tenant
14 with a lease agreement retains all rights and defenses
15 available under Illinois law.

16 (h) The Illinois Law Enforcement Training Standards Board
17 may adopt model policies and training materials for law
18 enforcement agencies and operators regarding the application
19 of this Section.

20 (i) This Section shall be liberally construed to protect
21 law-abiding hotel operators from unlawful occupancy and to
22 preserve the rights of occupants with lease agreements or
23 government-funded housing placements.

24 (j) For any occupant who is occupying a room or unit in a
25 hotel on the effective date of this amendatory Act of the 104th
26 General Assembly and who, as of that effective date, has

1 failed to pay the full amount of lodging charges when due, the
2 provisions of subsection (f) authorizing treatment of the
3 occupant as a trespasser and removal do not apply until 90 days
4 after the effective date of this amendatory Act of the 104th
5 General Assembly. An operator seeking to remove an occupant
6 under this Section must provide the occupant with written
7 notice of the operator's intent to remove the occupant not
8 less than 30 days before the expiration of that 90-day period.
9 The notice must state the date on which the 90-day period
10 expires and that after that date the occupant may be treated as
11 a trespasser and removed in accordance with this Section if
12 the full amount due remains unpaid.

13 (k) A home rule unit may not regulate hotels in a manner
14 inconsistent with the regulation by the State of hotels under
15 this Section. This Section is a limitation under subsection
16 (i) of Section 6 of Article VII of the Illinois Constitution on
17 the concurrent exercise by home rule units of powers and
18 functions exercised by the State.

19 Section 99. Effective date. This Act takes effect on
20 January 1, 2027."