



Chehalis Tribal HOUSING AUTHORITY

Resolution No. 2023- 2-1

Of the Chehalis Tribal Housing Authority (“CTHA”)

RE: Approving the revised Rental Assistance Policy

Whereas: CTHA is an independent entity under NAHASDA tasked with providing HUD / IHBG housing on the Chehalis Reservation; and

Whereas: CTHA is governed by a Board of Commissioners with day-to-day operations vested in the Executive Director, all in compliance with HUD regulations; and

Whereas: CTHA has revised its Rental Assistance Policy to include a maximum rental assistance amount to assist more Chehalis Tribal Members, and

Whereas: CTHA has revised its Rental Assistance Policy to include that on a case-by-case basis that the Rental Assistance Program can be extended to eligible Chehalis Tribal Members that show without the assistance their housing needs would be severely impacted ; and

Whereas: CTHA shall require proof of other residential units were sought out prior to the selection with justification to ensure that the family needs are being met; and

Now Therefore Let It Be Resolved: That the Board of CTHA does hereby approve the revised Rental Assistance Policy attached hereto and made a part hereof

Certification: This Resolution, Number 2023- 2-1 , was duly considered and approved at a regularly scheduled meeting of the Board of CTHA held on February 7, 2023, at which a quorum was present. The vote being 5 For, 0 Against, with 0 Abstentions.

Signed:

Philip Youckton, Chairman

Attested:

Dan Penn, Secretary

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Chehalis Tribal HOUSING AUTHORITY

Revised by Resolution: _____

RENTAL ASSISTANCE PROGRAM POLICIES AND PROCEDURES

A. Introduction

1. The Chehalis Tribal Housing Authority (CTHA) has created the rental assistance housing program to provide livable, safe, and sanitary housing for low-income Chehalis Tribal Members for a limited period of time.
2. The purpose of the rental assistance housing program is to provide applicants whose income falls at or below 80% of the median income as defined in the Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) along with other applicable rules and regulations as set forth by CTHA's policies and procedures.
3. The CTHA Rental Assistance Program is designed to assist Chehalis tribal members find affordable, eligible rental housing on the private market and help them with rent payments.
 - a. Eligible families are issued rent certificates.
 - b. After finding a suitable unit at a reasonable rent, the tenant requests the CTHA to inspect the unit and approve the lease.
 - c. The CTHA inspects the unit to assure it meets quality standards and reviews the lease to assure it includes all required provisions.
 - d. CTHA reserves the right to reject a proposed unit and / or the lease for that unit.
 - e. If the unit meets program requirements, the CTHA tenders a payment contract to the owner for the difference between the rent and the amount the tenant is qualified to pay utilizing the CTHA Rental Assistance Program.
 - f. The tenant then executes the lease and pays its share of the rent directly to the owner.
 - g. The number of certificates the CTHA is able to issue will vary depending on the total amount of subsidy required for all the contracts outstanding.
 - h. There will be a twenty-four month time limit for assistance per head of household. (Time limits will not apply to a household with an Elder member as defined by the Chehalis Tribe who is also the Head of Household.) The CTHA Board of Commissioners could amend this rule on a case-by-case basis.

B. Definitions

1. General; All definitions provided in NAHASDA of 1996 and CTHA's policies and procedures.

2. Owner is the landlord that owns the property being rented.
3. Tenant is the low-income tenant participant in the rental assistance program receiving subsidized rent.

C. Section 8 Implementing regulations.

The Section 8 statute and implementing regulations are adopted by these regulations for implementing the rental assistance program for the Chehalis Tribe except as provided in these regulations and where conflicts occur between the Section 8 statute and implementing regulations and Indian related statutes and specifically the NAHASDA, Indian Civil Rights Act, and Indian Self Determination and Education Act (P.L. 638).

SUBCHAPTER 2, ADMINISTRATION

A. Eligibility

1. All applicants for the rental assistance program shall qualify for eligibility as provided in the CTHA's policies and procedures.
2. All applicants for the rental assistance shall not have an income exceeding 80% of the median income at the time of selection for the area or nation which ever is greater as published by HUD, except as provided in the CTHA's policies and procedures.
3. Applicants are not required to remain within the HUD regulated 80% of the median income rates during their contract obligations, at each recertification period; all interested parties will be notified of eligibility 30 days prior to the end of their current certificate period.

B. Applications

1. Applications for the rental assistance program shall be received at the CTHA during normal business hours.
2. Applications shall be received and recorded by CTHA as provided in the CTHA's policies and procedures.
3. Eligible families will be placed on a separate rental assistance program waiting list. Preferences will apply if applicable to the tenant.

C. Waiting List Selection

1. Waiting lists for the rental assistance program shall be maintained by the CTHA as provided in the CTHA's policies and procedures.
2. All selections for participation in the rental assistance program shall be made from the waiting lists as provided in the CTHA's policies and procedures.
3. When a tenant is selected, the CTHA shall issue a certificate to the tenant.
 - a. The tenant has 60 days to search for a unit.
 - b. If the tenant needs more time it may request an extension not to exceed 60 more days (total of 120 days).
 - c. The housing may grant the extension if it can be demonstrated that there is a reasonable chance of the tenant finding a unit but shall not exceed an additional 30 days.
4. The unit must be of the correct size to accommodate the tenant. In addition, tenant must show that additional units were considered during the housing seeking process.
5. The following are ineligible residences for the rental assistance program:
 - a. A unit in a nursing home, board and care home, or in a facility providing continual psychiatric, medical or nursing services.
 - b. A college or school dormitory.
 - c. The unit may not be on the grounds of penal, reformatory, medical, mental or other similar public or private institutions.
6. The rent for the unit including a utility allowance must not exceed the published fair market rent for the unit size as published annually by HUD.
7. When the tenant finds a unit and the owner is willing to lease the unit under the program:
 - a. The tenant requests the CTHA to inspect the unit and approve the lease.
 - b. The CTHA will notify the tenant and the owner when the unit has been inspected and the lease has been reviewed and approved.
 - c. The tenant may not execute the lease until the CTHA has approved it, and the tenant may not occupy the unit until the owner has signed the

payment contract agreement and policies and procedures with the CTHA.

8. The request for inspection and lease approval must be submitted within the term of the certificate (including extensions).
9. If the tenant has not found a unit within the term of the certificate, it will expire and the next eligible tenant on the waiting list will be offered the certificate.

D. Payment Contract Agreement

1. Applicants selected to participate in the rental assistance program shall be required to sign a payment contract agreement prepared by the CTHA which is consistent with the general provisions of the CTHA's policies and procedures.
2. The CTHA shall develop a payment contract agreement for the rental assistance program consistent with requirements of the Chehalis Tribal Housing Code, NAHASDA, and the Section 8 implementing regulations except as provided in item C of these regulations.

E. Rent Calculations

1. Income levels for the rental assistance program shall be determined pursuant to the income limits set forth by the NAHASDA of 1996 and the CTHA admission and occupancy policies and procedures.
2. Each tenant in the rental assistance program is required to make a monthly rent payment based on the tenant's annual income and the following factors:
 - a. Rental assistance to the family will be based on a sliding scale from 0% to 50% of 80% of the median income level.

Median income	0 – 40% = 50% assist
	41 – 60% = 40% assist
	61 – 80% = 30% assist

CTHA will provide rental assistance of the eligible tenant's contract with a maximum monthly limit not to exceed \$700 per rental contract to eligible Chehalis Tribal Members who are determined to be low-income.

- b. Mandatory annual recertification will be required to be submitted and authorized 30 days prior to the families Rental Assistance agreement renewal date.

F. Due Date for Monthly Rents

1. All monthly rents are due and payable as provided in the rental assistance payment contract agreement.
2. All "other payments" which are not monthly rents are due and payable on the first day of the month following the charge.
3. Households that have a significant portion of their income coming from seasonal work, will be allowed to develop special rent payment arrangements with the owner that more closely match when income is received, if approved in advance by the CTHA Housing Director. These larger but infrequent rents need will be made in advance, the same as regular monthly rents, which are made for the ensuing month. The CTHA contribution shall be made monthly at the first day of the month regardless of the tenant's payment schedule.
4. Tenants are responsible for notifying the owner prior to the first day of the month if they will be unable to make the full rent when due and for notifying the Housing Director that rent arrangements are being made if applicable.

SUB CHAPTER 3 OCCUPANCY

A. Unit Inspections

1. All units under the rental assistance program administered by CTHA are subject to the inspection subsection of this regulation.
2. The Section 8 Housing Quality Standards are hereby adopted as the standard for the Rental Assistance Program.
3. The CTHA will inspect each unit proposed for lease under the rental assistance program to determine if it meets the housing quality standards of the program.
4. After occupancy the owner is responsible for maintaining the unit in accordance with the housing quality standards.
5. Thereafter, CTHA will inspect each home annually to assure that it is properly used and that it is maintained in good condition.
6. Tenants are obligated under these regulations to participate in pre-occupancy, annual, pre-move out and final move out inspections.
7. The tenant is responsible for any maintenance required by the lease (i.e. yard care, etc) and for correcting any breach of the housing quality

standards caused by failure to pay utilities, repair appliances, or any damage beyond normal wear and tear.

8. Failure of a tenant to participate in the required inspection may result in termination of the CTHA Rental Assistance Program.
9. Pre-Occupancy Inspections: Prior to the move in or no later than the date of occupancy, the tenant, owner and CTHA will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will become part of the tenant's file and will be used for future reference, should the tenant or CTHA terminate the Lease or Lease/purchase agreement.
10. Annual Inspections: the tenant, owner and CTHA will conduct an annual inspection of each home to ensure that it is being properly used and maintained. The annual inspection also documents the condition of the home for the tenant's file and provides CTHA with a basis for providing counseling on home use or routine maintenance.
 - a. An inspection may result in mandatory routine maintenance being required of a tenant.
 - b. If routine maintenance is required, a plan of action will be developed between the owner and the tenant listing specific routine maintenance actions needed and target dates.
 - c. If routine maintenance is required and a plan of action was developed, CTHA will follow up with subsequent inspections on dates specified in the plan to assure necessary compliance by the tenant.
- 11. CTHA shall have no obligations or liability for maintenance, health or safety of the rental assistance unit other than making compliance inspections and reporting them to the owner and tenant.**
12. Pre-Move Out Inspection: The pre-move out inspection is scheduled at the time the tenant gives the owner a thirty (30) day notice of intent of move out and terminate their lease agreement. The pre-move out inspection is conducted to provide the tenant and owner with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the owner regaining possession of the home. The owner will perform an inspection of the premises whenever it takes action to terminate a lease agreement. The premises may be inspected prior to the tenant moving out.
13. Final Move Out Inspection: The final move out inspection documents the condition of the home at the time the owner regains possession of the

home. Any items needing repair or replacement beyond “normal wear and tear”, or cleaning will be documented for the CTHA file.

B. CTHA Responsibilities

The CTHA administers the Rental Assistance Program including but not limited to the following responsibilities:

1. The CTHA shall have no obligations or liability regarding the lease requirements set forth by the owner/representative of the unit, except for the monthly offset of rent due for which the family is eligible during the current fiscal year of the CTHA. The CTHA reserves the right to terminate monthly payments should the family obtain ineligible status during the contract period.
2. It inspects units to assure they met the housing quality standards.
3. It reviews leases to assure they meet the program requirements.
4. The CTHA is responsible for disapproving units that do not meet the housing quality standards, disapproving leases that do not meet the program requirements, and refusing to enter into contracts with owners who have a history of not providing quality housing or engaging in unethical business practices.
5. It is responsible for recertifying income and calculating assistance payments as needed.
6. Livable, Safe and Sanitary Conditions: CTHA has the right and obligation to make inspections of a home at any time, with prior notification to the tenant and owner, if CTHA has reason to believe that part of the interior or exterior of the home is not maintained in a livable, safe, clean and sanitary condition. Notification will be in writing giving the tenant and owner at least 2 days prior notice of the inspection.

C. Tenant responsibilities

Tenant responsibilities include but are not limited to:

1. The tenant is responsible for paying a reasonable security deposit required by the owner, and paying its share of the rent on time.
2. The tenant is responsible for paying all utilities except those stated in the lease as paid by the owner.

3. The tenant must comply with the lease and the program requirements, maintain the unit in good condition and notify the CTHA of any changes in income or tenant composition.
4. Tenant should notify the CTHA if the owner does not make repairs to keep the unit up to the housing quality standards. The tenant is responsible for any damage beyond wear and tear.
5. The tenant agrees to abide by the term of the lease and give required notice before moving.
6. Failure to perform these responsibilities will result in termination of assistance.
7. The tenant may not assign the lease or sublease the unit.

D. Owner responsibilities

The owner is responsible for but not limited to the following:

1. The owner is responsible for providing livable, safe and sanitary housing at a reasonable rent.
2. The owner must maintain the unit up to the housing quality standards.
3. The owner is responsible for screening tenants and collecting any reasonable security deposit and the rent required by the lease.
4. The owner provides services in accordance with the lease and the assistance contract.

E. Maintenance

1. Participants in the rental assistance program are responsible to the Tribe and future generations by ensuring that the homes are used properly and are structurally and functionally maintained.
2. It shall be the responsibility of each tenant to show respect for the rental assistance housing program and appreciation for the low housing cost by keeping the unit and grounds in a livable, safe and sanitary condition at all times.

F. Use of the home

1. Pets: Pets may be allowed by owners on a case-by-case basis in rental assistance units.

2. Instances of serious abuse or misuse of the home to include drug related criminal activity (any illegal use, manufacturing, selling or distribution of a controlled substance), or failure by the tenant to provide basic routine maintenance shall be sufficient cause for termination from the Rental Assistance Program.
3. Participants in the Rental Assistance Program shall use the home as their principal residences during the term of the lease agreement for at least nine months out of the year. Ownership or use of a residence other than the rental assistance home may disqualify a tenant from the program.

G. Counseling

Each tenant is required to participate in and cooperate fully in all official pre and post occupancy counseling activities. Failure, without good cause, to participate in the counseling program constitutes a breach of participation of the CTHA Rental Assistance Program.

1. **Pre-Occupancy Counseling:** The pre-occupancy counseling session takes place prior to the execution of the selected property lease agreement. This session informs the applicant of program requirements and procedures plus instructions on the proper use of appliances and equipment. Specifically, the selected property lease agreement is reviewed and CTHA will answer any questions to ensure that the tenant realizes and understands his/her responsibilities.
2. **Post Occupancy Counseling:** Post occupancy counseling includes one-on-one or group sessions on program requirements, use, maintenance, and budgeting.
 - a. Program counseling ensures that the tenants are fully aware of their responsibilities under the program. The program is reviewed again with the tenant with CTHA available to answer any questions.
 - b. Use and maintenance counseling, including instructions on proper use of appliances and equipment, is provided to the tenant at their request and/or when it becomes evident that a tenant is not properly using or maintaining the home.
 - c. Budget counseling is provided at the request of a tenant or if an inadequate rent history becomes apparent. Budget counseling attempts to provide realistic budget advice within the tenant's income and required expenditures.

H. Termination

1. The following are circumstances under which the CTHA may terminate the rental assistance agreement:
 - a. If changes in tenant size or composition have rendered the present unit either too big or too small, the CTHA may terminate the contract with the owner and issue a new certificate so the tenant can find another unit.
 - b. If the tenant fails to cooperate with the program requirements or commits a program violation under the Admission and Occupancy Policy, the CTHA may terminate assistance for the tenant and terminate the contract with the owner. The tenant may request a hearing through the grievance procedure.
 - c. If the tenant has been evicted from a unit for breach of the lease terms, the CTHA may terminate assistance and issue a certificate to the next tenant on the waiting list. If that tenant chooses to rent the same unit, a new contract will be required with the owner.
 - d. If the owner fails to maintain the unit within the housing quality standard, the CTHA may terminate the contract and issue the tenant a new certificate to find another unit.
 - e. If the CTHA discovers the owner has committed fraud or bribery or any other criminal act in connection with any federal housing program.
2. Circumstances under which the owner may terminate the contract:
 - a. If the tenant commits serious or repeated violations of the terms and conditions of the lease and is asked to move
 - b. If the owner is not willing or able to maintain the unit within the housing quality standards.
 - c. If the owner wants to opt-out of the program for business reasons before expiration of the contract or does not wish to renew the contract at the end of the lease term, the owner must give the CTHA 90 days notice so the tenant can be issued a new certificate and find another unit.
3. Circumstances under which the tenant may terminate its participation in the program:
 - a. If the tenant wishes to move outside the jurisdiction of the Chehalis Tribe.
 - b. If the tenant wishes to find another unassisted unit

SUBCHAPTER 4 - VIOLATIONS

A. Program Violations

1. Program violations consist of violations of the terms of the lease agreement with the owner, violations of the Section 8 regulations and violations of these regulations. Due process shall always be used to inform tenants of their right to an informal resolution or formal hearing as provided in the Chehalis Tribal Housing Code for violation charges of the program regulations.
2. Tenants commit a program violation by:
 - a. Failing to submit requested verifications in a timely manner.
 - b. Failing to provide verification of social security numbers.
 - c. Failing to complete recertification.
 - d. Failing to report changes in income and/or assets of household members in a timely manner.
 - e. Vacating the unit in violation of the lease agreement.
 - f. Failure to use or maintain the home and/or property as required.
 - g. Conducting themselves personally in a manner that is disruptive of their neighbors' right to "quiet enjoyment" of their homes.
 - h. Non rent or other violations of the lease agreement.
3. Tenants commit Fraudulent Crime Violation by:
 - a. Knowingly omitting income or assets of self or household members
 - b. Knowingly under reporting income or assets of self or household members.
 - c. Transferring income or assets to obtain or retain false eligibility.
 - d. Overstating deductions, allowances or expenses.
 - e. Using a false identity or false social security number.
 - f. Using false documents.

- g. Falsifying the number of household members, etc.

B. Corrective Actions

1. When CTHA becomes aware of a violation(s), it shall notify the tenant of the violation in writing and if possible, jointly develop a plan to correct the violation. CTHA will also provide counseling as appropriate and provide an opportunity for an informal hearing on the matter as appropriate. If corrections are not possible, the CTHA shall proceed with termination of the Payment Contract Agreement as provided in the CTHA's Rental Assistance Program policies and procedures.
2. In the case of non-criminal program violations, CTHA shall take one or more of the following actions:
 - a. Provide counseling,
 - b. Seek a court judgment as provided in the CTHA's policies and procedures.
 - c. Other action as deemed appropriate by joint agreement of the tenant, owner and CTHA Executive Director.
3. In cases of fraud, CTHA shall take one or more of the following actions:
 - a. Prosecution in the Tribal Court System as provided in the CTHA's policies and procedures; or
 - b. Conduct informal hearings with the tenant; or
 - c. Provide the tenant with a formal hearing by the CTHA Board of Commissioners.

C. Vacancy without Notice

1. The tenant is responsible to provide the owner and CTHA with a thirty (30) day written notice of his/her intent to terminate the Lease Agreement.
2. Upon receipt of the Notice, CTHA will schedule with the owner a pre-move out inspection which will allow the tenant to provide needed repairs or replacements, if any, prior to vacating the unit.
3. If a tenant vacates the unit without notice, CTHA shall take the following actions:
 - a. The Payment Contract Agreement will be considered void as of the day CTHA discovers the abandonment.

- b. The owner will retake possession of the home and immediately inspect the unit to determine if repairs are necessary. The tenant will remain subject to the obligations of the lease agreement
- c. If repairs are necessary, the ex-tenant will be responsible for all costs of those repairs.
- d. The CTHA shall not be obligated or liable for any charges or costs indebtedness of the ex-tenant.
- e. If adequate rent arrangements are not made by the ex-tenant with the owner, the CTHA shall bypass forbearance procedures and a claim shall be filed in either court of venue or the Chehalis Tribal Court as applicable against the ex-tenant for rent and/or damages.

SUBCHAPTER 5, FORBEARANCE AND EVICTIONS

A. Notices, Informal Resolution and Hearing

NOTE: The following procedure is for reference only. It is the tenant's responsibility to fully understand the owners/representatives' procedures regarding forbearance and evictions.

1. Late Notice

- a. If the required rent is not received by close of business on the 5th day of the month, the owner shall issue a delinquency notice on the next business day, sent by certified mail return receipt request (RRR), reminding the tenant of:
 - (1) Their obligation to make required rent payments on the first of the month;
 - (2) That prompt rent payment is a requirement for continued occupancy and;
 - (3) That if not paid by the 10th, a 3 day pay or termination notice will be sent and a \$50 processing fee will be added to their bill.
- b. A \$5 fee will be added to the amount owed to cover the costs of mailing the delinquency notice.

2. Termination Notice

If the required rent is not received by the 10th of the month and an informal resolution/payback agreement is not being actively worked on, a termination notice shall be immediately sent by certified mail, return

receipt requested (RRR) to the tenant's mailing address including the following:

- a. A demand notice to pay within 3 days or vacate the unit.
- b. A statement that prompt rent is a requirement of the lease agreement.
- c. A statement that;
 - (1) The tenant has until a set date (three days) to make their full rent unless a payback agreement has been signed by the owner,
 - (2) The lease agreement has been breached, and
 - (3) The owner shall file with the appropriate court of venue to terminate the lease, issue an eviction notice, obtain a determination of unlawful detainer and an order of restitution to the owner (Eviction)
- d. A statement that if the tenant has had some unforeseen or unusual problems in making the rents, the tenant must contact the owner immediately to determine if the circumstances warrant special rent arrangements. If the circumstances do not warrant special arrangements, the account must be paid in full to avoid eviction.
- e. This will be followed up by an immediate phone call to the CTHA to advise them of the situation with the tenant. If the RRR is not returned, the owner shall deliver the delinquency notice.

B. Pre-Judicial Notice

1. If the tenant's account is not paid in full by close of business on the 15th day of the month, or 3 days after the delinquency notice was personally served, whichever is later and an informal resolution/payback agreement is not being actively negotiated, the owner shall immediately request the court of venue to issue a determination of unlawful detainer and an order of restitution to the owner. The notice will state the date that the lease agreement has been breached. The notice shall also state the owner now considers them to be illegally occupying the unit and that eviction papers have been filed in a court of venue.
2. The pre-judicial notice shall be served in the manner as provided in the Chehalis Tribal Housing Authorities policies and procedures.

3. Since the tenant has already had many day to respond, the tenant will have only 5 days after receipt of the pre-judicial notice to comply with all terms of their Lease purchase agreement or voluntarily move out.

C. Leaving with a Delinquency

1. Tenants with terminated leases agreements that have debt balances (including fees) will be processed through court proceedings for small claims if a payback agreement with the ex-tenant cannot be executed or successfully followed.
2. Tenants with terminated leases agreements that have debt balances with any Indian tribe will not receive future housing assistance from CTHA until those debts have been paid in full.

D. Charges to Tenants (Damage and Repairs)

1. Upon vacating the unit, the ex-tenants will be responsible for the costs of all necessary repairs to place the unit in satisfactory condition

E. Termination and Eviction

Termination of rental assistance program lease agreement and eviction from the unit shall be performed pursuant to the CTHA's policies and procedures.

SUBCHAPTER 6 – MISCELLANEOUS

A. Notices

Any notices by the CTHA to the tenant required under the Rental Assistance Program Policies and Procedures shall be delivered in writing to the tenant pursuant to provisions of CTHA Policies and Procedures.

B. Where a tenant can live and move

1. Since the Rental Assistance Program was developed exclusively for the members of the Chehalis Tribe, it is not subject to the portability features of the programs administered by public housing agencies.
2. The tenant must find a unit within the Chehalis Tribe's service area. This information can be obtained directly from the CTHA.
3. The CTHA is not obligated to accept families with certificates from public housing agencies or other Indian housing agencies who move to the Chehalis Tribe's service area.

4. On a case by case basis CTHA reserves the right to service a Chehalis Tribal Rental Assistance where there is substantial evidence that without assistance the needs of the tenant will be severely impacted including homelessness.

C. Housing Quality Standards

1. Units leased under the Chehalis Tribal Housing Authorities rental assistance program must meet the Section 8 Housing Quality Standards found at 24 CFR 982.401.
2. The housing quality standards cover the following aspects of housing quality:
 - a. Sanitary facilities
 - b. Food preparation and refuse disposal
 - c. Space and security
 - d. Thermal environment
 - e. Illumination and electricity
 - f. Structure and materials
 - g. Interior air quality
 - h. Water supply
 - i. Lead based paint
 - j. Access
 - k. Site and neighborhood
 - l. Sanitary condition
 - m. Smoke detectors

We the undersigned fully understand and will comply with the CTHA Rental Assistance Program Policies and Procedures.

Tenant: _____ **Property Owner:** _____

CTHA: _____