



Landlord Certification

Version Dated March 1, 2021

Program administrator: Chickasaw Nation

Program administrator contact information: ERAP@Chickasaw.net (580) 757-9064 / Toll free: (888) 895-7979

The landlord certifies:

1. The tenant named above is one of the household members that has occupied the household identified above and for which assistance is being requested.
2. The rental property identified above is maintained in compliance with applicable housing codes and quality standards.
3. The landlord understands that this program requires participation from both the landlord and a household member and if none of the household members elect to do so, assistance may not be provided.
4. The landlord is not requesting assistance for any charges accruing before March 13, 2020.
5. The landlord must accept payment from the program administrator via direct deposit, to an insured account at a financial institution within the United States, unless otherwise agreed to by the program administrator.
6. To the best of the landlord's knowledge, any monthly federal subsidy amounts (e.g., a housing choice voucher, public housing, or project-based rental assistance) and any household rent adjustments made according to changes in income for the household have been disclosed. The landlord understands that rental assistance provided by this program shall not be used for the same costs covered by any other form of government assistance.
7. The landlord shall not seek to obtain other assistance for the same household listed above and for the same months of rent or rental arrears covered by this assistance, that to the extent any such assistance is received, a repayment of this assistance shall be repaid to the program administrator within 10 calendar days.
8. The landlord has not previously received, nor (provided the landlord receives rental assistance under this program) shall apply to receive, rental assistance funded with the U.S. Department of Treasury Emergency Rental Assistance Program that are for the same period, that, including this assistance, shall exceed 12 months in total (15 months if specifically approved) for this household occupied by this tenant or for any other household for this tenant.
9. The landlord has provided a copy of the tenant's lease to program administrator or a Rental/Lease Agreement attestation form or other reasonable documentation evidencing proof of residency and monthly rental amount. The information I have provided regarding the terms of the lease and rent amount are true and accurate.
10. The landlord has disclosed any immediate family relationship with any household member(s) to the program administrator.
11. The landlord agrees that if the written lease or oral agreement is expired or shall expire during the period covered by this assistance, the landlord shall enter into a new written lease or extend the current lease with the tenant for a monthly payment amount no greater than the monthly amount for the expired or expiring lease or agreement, for the period at least equal to the period covered by the rent assistance. The new lease may not increase or impose other fees or charges not allowed under the current lease or oral agreement with the tenant, including but not limited to pet rent or trash pick-up. The landlord may continue to charge all costs, expenses, and fees including but not limited to utility charges if allowed under the original lease.
12. The landlord hereby releases tenant from payment liability for any rent for the period covered by the assistance received by the landlord, as well as any fees related to that rent. The landlord shall not evict the tenant for any reason that predates the acceptance of the funds or for any reason

related to rent or fees during the period covered by the funds and shall not evict the tenant for a nonmonetary default during the period covered by the rental assistance received, except for actions or breaches of the lease that are related to criminal activity, property damage or physical harm to others. Nothing in this certification shall waive a landlord's right to file an eviction based on a nonmonetary default that occurs after the expiration of the period covered by the rental assistance received.

13. The landlord agrees that any amounts awarded through this program in excess of the amount currently owed to the landlord by the tenant shall be credited to the tenant's account.
14. The landlord acknowledges that access to all information collected, assembled, or maintained by the program administrator pertaining to this agreement/certification, except records made confidential by law or court order, may be provided to the U.S. Department of Treasury, Office of Inspector General, or others for audit and/or reporting purposes.
15. Notwithstanding anything to the contrary in this certification, the landlord shall have the right to terminate participation in the program at any time prior to receiving assistance.
16. The landlord certifies that the information provided is correct and complete, and if requested, the landlord shall provide further documentation to support any representations.