

February 27th, 2014

RECEIVED

TO:
KENTUCKY PUBLIC SERVICE COMMISSION
211 Sower Blvd.
Frankfort, KY. 40601

MAR - 3 2014
PUBLIC SERVICE
COMMISSION

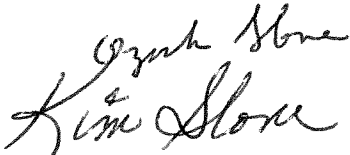
RE: CASE NO. 2013-00383

OZARK SLONE AND KIM SLONE
COMPLAINANTS
Vs.
SOUTHERN WATER & SEWER DISTRICT

To Whom It May Concern;

Enclosed please find the answers and information requested in letter dated February 17th, 2014, but which was not received until February 24th, 2014. As requested, the original as well as eight copies of each response have been provided. If more information is needed, please feel free to call Ozark &/or Kim Slone at one of the phone numbers provided below.
Thank You!

Sincerely;



OZARK SLONE

KIM SLONE

26028 KY ROUTE 122
MELVIN, KY. 41650

Phone: (606) 452-4644
Or : (606) 477-1634

Question # 1: When did you acquire ownership of 36 Tackett Branch, Bevinsville, Kentucky?

Answer: March 31st, 2006

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Question # 2: Identify all renters at 36 Tackett Branch between January 1, 2010, and October 18, 2013;

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Answer: Residence has only been rented twice since we acquired ownership. It was rented to Melissa Lovely in September, 2007, and she was evicted in July of 2010. The residence then sat empty (as Melissa Lovely & family had done a lot of damage to the inside of the residence) and was not rented again until it was rented to Chester Wells & Eileen Moore on June 10, 2012. Chester Wells & Eileen Moore were then evicted in August of 2013. (Please see enclosed copies of respective eviction notices)

Question # 3: Provide copies of all rental agreements for the property located at 36 Tackett Branch, Bevinsville, Kentucky, between January 1, 2010 and October 18, 2013.

Answer: We are providing copies of the original face and signature pages for the rental agreement between Melissa Lovely and Kimerly S.Slone (Kim Slone) through Kentucky Housing (HUD). Subsequent contracts were renewed yearly by Melissa Lovely, and Kim Slone was not needed to be present for these renewals. HUD dropped Melissa Lovely from the program in 2010 because she had lied to them and also failed to keep her utilities up to date. Once we were notified by HUD that Melissa Lovely's contract with them had been terminated, we were forced to evict her. The enclosed copies of eviction notices to Melissa Lovely should be self explanatory.

We are also providing copies of the original face page, as well as any other pertinent pages and the signature page of the rental agreement as signed by Chester Wells & Eileen Moore on June 10, 2012. Please note on second page provided, point number 16, which states that Chester Wells and Eileen Moore are solely responsible for **ALL UTILITIES!** As previously stated, Chester Wells and Eileen Moore were evicted in August of 2013. Copies of that eviction notice (which was hand delivered to them by Ozark & Kim Slone) are included.

Question # 4: Was the service at 36 Tackett Branch, Bevinsville, Kentucky, in your name prior to your renting the property to Chester Wells and Eileen Moore?

Answer: **NO!** The only time the service at 36 Tackett Branch, Bevinsville, Kentucky has EVER been in our name was briefly before it was rented to Melissa Lovely, and a few months after her original rental date, so that she could have time to get service at this address in her name. We did not know she had placed the water service at this residence in the name of her brother Michael Slone.

Question # 5: State when the service at 36 Tackett Branch, Bevinsville, Kentucky, transferred to the name of Chester Wells and Eileen Moore.

Answer: Chester Wells and Eileen Moore were instructed that they were responsible for **ALL UTILITIES AND DEPOSITS** upon signing of the original rental agreement. (see point # 16 in provided copies) When asked a few weeks later if they had secured the utilities, (i.e.; lights, water & gas) Chester Wells and Eileen Moore affirmed that they had done so. Neither Ozark &/or Kim Slone had reason to question this. Neither Ozark Slone nor Kim Slone know the date when Chester Wells &/or Eileen Moore acquired water service at 36 Tackett Branch, Bevinsville, Kentucky.

AT NO TIME were Ozark Slone nor Kim Slone aware that any utilities had been acquired illegally! **NOR AT ANY TIME** were Ozark Slone or Kim Slone aware of any “straight pipes” being used by ANY of their tenants! Neither Ozark Slone nor Kim Slone had any reason to check the water meter or the “setter”.

Question # 6: State when the rental agreement with Chester Wells and Eileen Moore began.

Answer: as previously stated the rental agreement with Chester Wells and Eileen Moore began on June 10, 2012. (please see enclosed copies of rental agreement)

Question # 7: Identify your relationship with Michael Slone.

Answer: Michael Slone is the son of Ozark Slone’s eldest brother Sterling Slone, which would make him the nephew of Ozark Slone. **HOWEVER**, due to a family disagreement in 2005, Ozark Slone nor Kim Slone have had any contact with Sterling Slone NOR with Michael Slone since 2005! Nor were Ozark Slone or Kim Slone made aware that the service at 36 Tackett Branch had been placed in Michael Slone’s name by Melissa Lovely. (please note: Melissa Lovely and Michael Slone are sister and brother)

We have no way of checking who’s name water service is placed at any rental property, as that information is deemed “private” and Southern Water & Sewer District will not disclose that information!

Upon forcible eviction of Melissa Lovely and family, Melissa Lovely filed suit against Kimerly (Kim) Slone. (NOT against Ozark Slone) Her suit was unsuccessful and she was ordered in court to remove her belongings from the premises. Because the house was destroyed and in need of major repairs after the eviction of Melissa Lovely and family, it was left empty until June of 2012.

Question # 8: Refer to Southern District’s response filed January 24, 2014, which indicates that Southern District has found numerous “straight pipes” leaking water from the 36 Tackett Branch residence.

a.: We were **NEVER AWARE** that Southern District had discovered &/or removed **ANY** straight pipes at 36 Tackett Branch prior to September 22, 2013!

As stated in the original complaint, it was not until Ozark Slone's conversation with a "supervisor" from Southern District on Thursday, September 26, 2013, that we were **FINALLY** told why the water meter &/or setter had been removed! This was after repeated attempts from September 23, 2013 thru September 26, 2013, to contact someone about the removal of the water meter and "setter".

Question # 8:

b: Neither Ozark Slone NOR Kim Slone were **EVER** notified by Southern District of **ANY** "straight pipe" removals! We were not made aware of any problems until September 26, 2013!

It should also be noted, the mail at 36 Tackett Branch, Bevinsville, Kentucky, is delivered to a **LOCKED BOX**, and the only people who had access to any mail at that residence, would have been Melissa Lovely and her family from September, 2007 thru July, 2010, and Chester Wells and Eileen Moore & their family from June 2012 thru August 2013! So **IF** any notifications or mailings had been sent to 36 Tackett Branch, Bevinsville, Kentucky, Ozark Slone &/or Kim Slone would **NOT** have had access to them! Before November of 2013, neither Ozark Slone NOR Kim Slone have ever received mail at 36 Tackett Branch, Bevinsville, Kentucky.

Question # 9: State the dates you checked on your property located at 36 Tackett Branch, Bevinsville, Kentucky, between January 1, 2010, and October 18, 2013.

The only times we visited 36 Tackett Branch, Bevinsville, Kentucky between January 2010 and October 18, 2013, were to collect the rent and if a renter (either Melissa Lovely in 2010, or Chester Wells &/or Eileen Moore from June 2012 thru August 2013) had a problem with the residence. (i.e.: problem with the heating or roofing etc...) **AT NO TIME** were any problems associated with the water &/or plumbing made known to us! Ozark Slone and Kim Slone also visited the residence several times to serve eviction notices to Melissa Lovely in 2010, and timely visits between July 2010 and June 2012 to check on the property. The property at 36 Tackett Branch was left vacant from July of 2010, until it was rented to Chester Wells and Eileen Moore in June of 2012. Ozark Slone and Kim Slone visited the property in August of 2013 as well, to serve the eviction notice to Chester Wells and Eileen Moore. Also, in August of 2013, after a storm, a tree was toppled on the property at 36 Tackett Branch, and Ozark Slone removed the damaged tree and branches. .

Ozark Slone and Kim Slone surveyed the property on September 2nd 2013 after Chester Wells and Eileen Moore had been evicted, and found the property to be in terrible shape, with garbage everywhere and substantial damage to the inside of the residence. At that time, they also noticed that both the electric meter box as well as the water meter had been removed. (as stated in the original complaint filed with the Public Service Commission) Ozark Slone and Kim Slone had to contact the Kentucky Power Company to have electric service restored, which was restored on or about September 13, 2013. (again, as stated in the original complaint filed with the Public Service Commission)

Repeated attempts to contact Southern Water and Sewer District via phone during that time were unsuccessful. (we were attempting to contact Southern Water and Sewer District to find out how to have the water meter and water service restored to the residence) At this time the meter had been removed, but the “setter” was still in place.

On September 22, 2013, after attending church services, Ozark Slone returned to the property located at 36 Tackett Branch, Bevinsville, Kentucky, in order to check on the residence and property. It was then that he discovered that the “setter” had been completely dug up and removed from the property.

As stated in the original complaint, between Monday, September 23, 2013 thru Thursday, September 26, 2013, Ozark Slone made repeated attempts via phone calls to Southern Water and Sewer District AND even taking time off work to go physically to the office of Southern Water and Sewer to try to get answers as to why the water meter, and the “setter” had been removed?

Ozark Slone was continuously given excuses such as “the supervisor is in a meeting” &/or “the supervisor is out in the field” It was not until Thursday, September 26, 2013 that Ozark Slone finally received a phone call from a someone who described himself as a “supervisor” for Southern Water and Sewer District, and it was during that phone call that Ozark Slone was first advised that the water meter &/or the “setter” had been removed because of “straight pipes” being used by the previous renters.

REPEAT: this was the **FIRST TIME** Ozark Slone or Kim Slone were advised of any problems associated with the water service at 36 Tackett Branch, Bevinsville, Kentucky, **OR** of any “straight pipes”!

Question # 10: Provide copies of all documents that you received from Southern Water District between January 1, 2010, and October 18, 2013.

Answer: Other than our own monthly water bills for our own residence at 26028 KY Route 122, Melvin, KY. 41650, we have received **NO DOCUMENTS OF ANY KIND** from Southern Water and Sewer District!

Question # 11: Identify the content of any oral communications with Southern Water District between January 1, 2010 and October 18, 2013.

Answer: Other than to discontinue service in our name at 36 Tackett Branch, Bevinsville, Kentucky after it was rented to Melissa Lovely, possibly sometime around January of 2008, the **ONLY OTHER** oral communications regarding 36 Tackett Branch, Bevinsville, Kentucky property, were the repeated phone calls made to Southern Water and Sewer District between September 23, 2013 and September 26, 2013. Also the phone call received by Ozark Slone on September 26, 2013 from someone who identified himself as a “supervisor” from Southern Water and Sewer District. As previously stated, it was this “supervisor” who informed Ozark Slone that the water meter and “setter” had been removed because of “straight pipes” being used illegally. This supervisor also stated that in order to have service restored at 36 Tackett Branch, we (Ozark Slone and Kim Slone) would need to pay approximately \$750.00!

Ozark Slone informed the supervisor that we had NO KNOWLEDGE of any straight pipes being used, and did not think we should be held responsible for crimes our former tenants had committed, crimes of which we were not aware!

The “supervisor” indicated to Ozark Slone, that Southern Water and Sewer District was considering legal action against Chester Wells and Eileen Moore, but did not know where they had moved after being evicted from 36 Tackett Branch, Bevinsville, Kentucky. (this fact may have been accidentally misconstrued in the original complaint)

Ozark Slone told the supervisor, that although we do not know the postal address where Chester Wells and Eileen Moore reside, that he (Ozark Slone) could take the supervisor to their current physical address and show him where they presently live! (something we would still be willing to do!)

The property at 36 Tackett Branch, Bevinsville, Kentucky, has recently been refurbished and lent to Solid Rock Community Church, (of which Ozark Slone is a member) for their weekly church services. (there presently is no formal contract between Ozark Slone and/or Kim Slone and Solid Rock Community Church, only a verbal understanding)

Because the church is newly formed and can not afford the \$750.00 required by Southern Water and Sewer District to restore water service at the property, members of Solid Rock Community Church were forced to restore the previously existing well water to the building.

However this water is not potable, and can only be used in flushing the toilet.

Bottled water has to be trucked in for purposes of cooking, drinking and washing dishes etc... at great difficulty to church members.

ALSO, it was recently discovered, that when Southern Water and Sewer District removed the “setter” at 36 Tackett Branch, Bevinsville, Kentucky, their workers did not properly cover one of the pipes, a fact we were not made aware of until it recently burst, causing the pump to run and the water to leak from the well for almost a week before it was found!

Again, at **NO TIME** were Ozark Slone &/or Kim Slone aware that any “straight pipes” or any other illegal activities were being performed by any of their former tenants at 36 Tackett Branch, Bevinsville, Kentucky! **NOR WOULD THEY HAVE CONDONED SUCH ACTIVITIES!!**

As stated in the original complaint, all of this could have been avoided if Southern Water and Sewer District would require applicants for service to either prove they are the property owners where service is being provided, or if those who are renting were forced to provide the name, address and phone number of the landlord, which should then be verified by Southern Water and Sewer District. (a measure which is required by some other utility companies!) Then if there are any problems with payment &/or illegal activities, Southern Water and Sewer District would be able to contact the landlord (owner) of the property before taking such drastic measures.

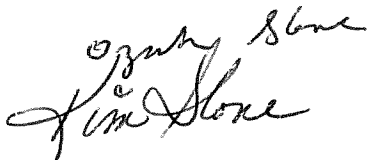
Although Ozark Slone and/or Kim Slone are unable to prosecute Chester Wells and/or Eileen Moore for damages incurred at 36 Tackett Branch, Bevinsville, Kentucky, they are still willing to help Southern Water and Sewer District in any way possible, to take legal action against Chester Wells and/or Eileen Moore!

We question why and when rates for new service were raised to \$750.00? And are again asking that Southern Water and Sewer District be made to replace the "setter" and water meter at 36 Tackett Branch, Bevinsville, Kentucky, 41606, at their own expense, so that Solid Rock Community Church, &/or any future tenants at this property may have the opportunity to have clean water!

We appreciate any help the Kentucky Public Service Commission can give us in this matter!

Thank You!

Sincerely;

Handwritten signatures of Ozark Slone and Kim Slone. The signature for Ozark Slone is written above the signature for Kim Slone.

OZARK SLONE

KIM SLONE

26028 KY ROUTE 122

MELVIN, KY. 41650

PHONE: (606) 452~4644

OR: (606) 477~1634

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TO: Melissa Lovely
36 Tacket Branch Rd.
Bevinsville, KY. 41606

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July 1, 2010

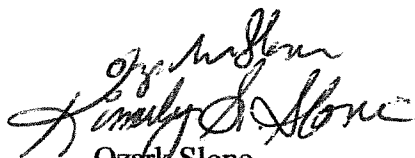
We have been informed by the HUD offices in Prestonsburg that as of June 30th, 2010 you are no longer a recipient of their program.

Your original contract, automatically renews each year, (as stated in the contract) and is therefore still in force.

Also, as stated in your original contract, **YOU** are responsible for any and all rent monies not covered by the HUD assistance program or face the penalty of immediate eviction!

Therefore, you have until 5:00 PM on July 3rd, 2010 to pay the full rental amount for the month of July of \$350.00 (three hundred fifty dollars) or you will be evicted IMMEDIATELY!!

Sincerely;


Ozark Slone
Kimerly S. Slone

TO: Melissa Lovely
36 Tackett Branch Rd.
Bevinsville, KY. 41606

July 3, 2010

Please be advised that, despite our repeated attempts to help you out and give you lee way, and despite our repeated warnings, to date you have broken at least **SIX** of the provisions of your original contract!

THEREFORE, AS PER OUR CONTRACTUAL AGREEMENT, YOU GIVE US NO CHOICE BUT TO EVICT YOU EFFECTIVE IMMEDIATELY!!

LOCKS HAVE BEEN PLACE ON THE DOORS ANY ATTEMPT TO REMOVE THE LOCKS OR GAIN ENTRY VIA ANY OTHER MEANS WILL BE CONSIDERED UNLAWFUL ENTRY &/OR BREAKING AND ENTERING, AND APPROPRIATE ACTION WILL BE TAKEN!!

ALSO, ANY DAMAGES DONE TO THE PROPERTY BY YOU OR ANY MEMBER OF YOUR FAMILY &/OR FRIENDS, WILL RESULT IN ARRESTS BEING MADE AND COURT ACTION BEING TAKEN!!

YOU NEED TO CONTACT US BY 5:00 PM, MONDAY JULY 5th, 2010, REGARDING RETRIEVAL OF YOUR POSSESIONS!!

Ozark Slone
Ozark Slone
Kimberly S. Slone
Kimberly S. Slone

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This agreement is entered into this 10th day of June, 2012, by and between Ozark and Kimerly S. Slone, hereinafter referred to as "Lessor", and Chester Wells & Eileen Moore, hereinafter referred to as "Lessee".

WITNESSETH

: That for a and in consideration of the payment of the rents and the performance of the covenants contained on the part of the Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from the Lessor those premises described as :

36 TACKETT BRANCH, Bevinsville, KY. 41606
single family dwelling

Located at:

36 TACKETT BRANCH, Bevinsville, KY. 41606

for a tenancy from month to month for a period of not less than ONE YEAR commencing on the 10th day of JUNE 2012, and at monthly rental of: \$400.00, (\$400 per month, payable monthly on the 10th day of each and every month on the following

TERMS AND CONDITIONS

- 1. **Form of Payment:** Lessee agrees to pay rent each month in the form of Cash, OR one Cashiers check, OR one money order made out to Ozark &/or Kimerly S. Slone.
- 2. **Delivery of Payment:** Rent will be paid in person or mailed to Ozark &/or Kimerly S. Slone **so that it reaches them on or before the 2nd day of each and every month.**
- 3. **Returned Checks:** If for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of \$25.00 (Twenty Five Dollars and no cents) as additional rent **AND** take whatever other consequences there might be in making a late payment, which may include **IMMEDIATE EVICTION.**
- 4. **Late Payments:** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of \$10.00, (Ten dollars and zero cents) **PER EACH DAY LATE.**
- 5. **Prorated First Month:** For the period from Lessee's move in date, , 20 , through the end of the month, Lessee will pay to Lessor a prorated monthly rent of . This amount shall be due and paid **BEFORE** the Lessee is allowed to move in.
- 6. **Occupants:** The said premises shall be occupied by no more than 2 adults, and 0 children.
- 7. **Pets:** Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a pet deposit of N/A dollars, (\$0⁰⁰), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum. Lessee is allowed 0 inside house. Other pets, not to exceed 1 pets are allowed outside of house.

8. **Parking:** Any parking that may be provided is strictly self park and is at vehicle owners risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, and casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

9. **Ordinances and Statutes:** Lessee shall comply with all statutes, ordinances and requirements of all municipal state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. **ANY UNLAWFUL ACTIVITIES, OR THE GROWING, USE OF OR SALE OF ANY ILLEGAL DRUGS SHALL BE CAUSE FOR IMMEDIATE EVICTION! SO SHALL ANY LOUD PARTIES, &/OR ANY CAUSE FOR LAW ENFORCEMENT TO BE CALLED TO THE PROPERTY! AGAIN! THIS IS UNDERSTOOD THAT ANY INFRACTION OF THE LAW SHALL BE CAUSE FOR IMMEDIATE EVICTION!!**

10. **Repairs and/or alterations:** Lessee shall be responsible for damages caused by his or her negligence and that of his or her family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the written consent of Lessor. All alterations, additions or improvements made to the premises with the consent of the Lessor shall become property of Lessor and shall remain upon and be surrendered with the premises.


11. **Painting:** Lessor reserves the right to determine when the dwelling will be painted.

12. **Keys:** Lessee will be given **ONE** key, to the premises and NO mailbox keys. If all keys are not returned to Lessor following termination of lease, Lessee shall be charged \$10.00 (Ten dollars and zero cents)

13. **Locks:** Lessee agrees not to change any locks on any door without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key.

14. **Upkeep of Premises:** Lessee shall keep and maintain the premises in a **CLEAN AND SANITARY CONDITION AT ALL TIMES!** Upon termination of the tenancy, tenant shall surrender premises to Lessor in as good condition as when received, ordinary wear and damage to the elements accepted. **AT NO TIME** is there to be allowed storage of any disabled vehicles, vehicles not specifically owned by primary tenant or any other items or properties (ie: junk) around the outside of the rental property, or on the property surrounding the premises.

15. **Assignment and Subletting:** Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.

 16. **Utilities:** Lessee shall be responsible for the payment of **ALL** utilities and services. And/or any deposits required by said utilities.

17. **Default:** If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than **THREE DAYS (3 days)** written notice of such default, Lessor may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent. Lessor may consider property left on the premises to be abandoned and may dispose of the same in any manner deemed appropriate to Lessor.

buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health department."

26. **Lead Paint Disclosure:** "Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children, and pregnant women. Before renting a pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling."

27. ADDITIONAL TERMS AND CONDITIONS:

IN WITNESS WHEREOF

, the parties hereto have been executed this Agreement in duplicate the day and year first written above.

Signed in the presence of:

WITNESS

: Edy Ray Wells

LESSEE:

X Chet Mark Ehn Moore

WITNESS

: Edy Ray Wells

LESSOR:

Ozark Stone Kimberly Stone

This Rental Agreement is signed before me this _____ day of _____, 20____
Notary Public: _____

(Notary at Large for the State of Kentucky.)

My Commission Expires on.

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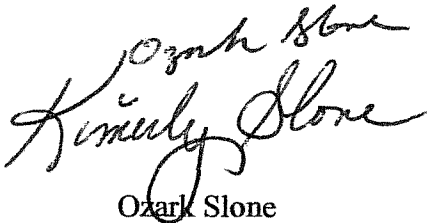
August 23rd, 2013

To Chester Wells and Eileen Moore;

As told to you by Ozark Slone on August 20th, 2013, you are hear by given notice that you are evicted and are to be off the premises located at 36 Tackett Branch, Bevinsville, KY. 41606. as of August 31st, 2013.

As of August 31st, 2013 all property and all persons related to Chester Wells and Eileen Moore must be removed from the premises or considered forfeited to Ozark and/or Kimerly Slone.

Reason for eviction: Past due rent and overage charges.

Handwritten signatures of Ozark Slone and Kimerly Slone in cursive script.

Ozark Slone

Kimerly Slone

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TENANT LEASE AGREEMENT HOUSING CHOICE VOUCHER PROGRAM

(HUD-52641-A Tenancy Addendum should be attached to this lease.)

Voucher No. 4389 No. of Bedrooms 3

THIS LEASE AGREEMENT made and entered into this the 4th day of OCTOBER, 2007, by and between KIMBERLY SLONE (OWNER) and MELISSA LOVELY (TENANT)

whose HOUSEHOLD consists of the following members:

- (1) MELISSA LOVELY (2) CHRISTY HALL (3) RYAN HALL (4) (5) (6) (7) (8) (9)

(The family must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. No other person may reside in the unit without prior written approval by the Owner and PHA.)

The Contract unit is located at: 36 TACKETT'S BRANCH Apt.

City: BEVINSVILLE State: KY Zip: 41606 The total initial monthly rent is

\$ 350.00 per month. Of this amount, \$ 275.00 shall be payable by the Public Housing Agency (PHA) as housing

assistance payments on behalf of the Tenant, and \$ 75.00 shall be payable by the Tenant ("Tenant rent") directly to the

Owner. The rent is due on the 5th day of the month beginning on NOVEMBER 5, 2007. The Tenant has

deposited \$ 100.00 with the Owner as a security deposit. The amount of the rent to Owner is subject to change during the lease term in accordance with this lease.

1. Purpose

This agreement is a lease between the Tenant and the Owner. The Owner is leasing the contract unit to the Tenant for occupancy by the Tenant's family with assistance for a tenancy under the Section 8 Housing Choice Voucher Program of the United States Department of Housing and Urban Development (HUD).

The Owner will enter into a housing assistance payments contract (HAP contract) with the FLOYD COUNTY HOUSING AUTHORITY (PHA), under the Housing Choice Voucher Program. Under the HAP contract, the PHA will make housing assistance payments to the Owner to assist the Tenant in leasing the unit from the Owner.

2. Term of Lease

Initial term of this lease must be for at least one year unless a shorter term of is approved by PHA.

(Enter first and last date of initial term.)

The initial term begins on: 10/04/2007. The initial term ends on: 10/03/2008. Following the initial term, the lease will be renewed automatically on a [X] month-to-month [] semi-annual [] annual [] indefinite basis until: (1) a termination of the lease by the Owner in accordance with paragraph 10, (2) a termination of the lease by the Tenant in accordance with the lease or by mutual agreement during the term of the lease, (3) a termination of the Housing Assistance Payments contract by the PHA, or (4) the PHA terminates assistance for the family. The lease for the contract unit has been approved by the PHA. The lease may not be revised unless any lease revision has been approved in writing by the PHA.

3. Utilities and Appliances

The Owner shall provide for or pay for the utilities and appliances as indicated below by an "O" without any additional charge to the Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated below by a "T."

Table with 2 columns: Item and Provided by/Paid by. Rows include Heating (Natural gas, Bottle gas, Oil/Electric, Coal/Other), Cooking (Natural gas, Bottle gas, Oil/Electric, Coal/Other), Other Electric, Air Conditioning, Water Heating, Sewer, Trash Collection, Range/Microwave, Refrigerator, and Other (specify).

21. Definitions

Contract unit. The housing unit rented by the Tenant with assistance under the Program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the Owner. The PHA pays housing assistance payments to the Owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing Choice Voucher Program. The Section 8 Housing Choice Voucher Program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under this lease will be assisted with rent subsidy for a tenancy under the voucher program.

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 Tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters, as regulations, *Federal Register* notices or other binding program directives.

Lease Agreement. The written agreement between the Owner and the Tenant for the lease of the contract unit to the Tenant. The lease includes the tenancy addendum as prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 Housing Choice Voucher Program.

Rent to Owner. The total monthly rent payable to the Owner under the lease for the contract unit. Rent to Owner is the sum of the portion of rent payable by the Tenant plus the PHA housing assistance payment to the Owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenancy Addendum. The lease language required by HUD.

Tenant. The family member (or members) who leases the contract unit from the Owner.

Signatures:

Tenant

MELISSA LOVELY

Print or Type Name of Tenant

Melissa Lovely

Signature

9-19-07

Date

Owner

KIMBERLY SLONE

Print or Type Name of Owner

Kimberly S. Slone

Signature

KIMBERLY SLONE/OWNER

Print or Type Name and Title of Signatory

9/19/07

Date