

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE
STATE OF MISSOURI

FILED²

Name: Michael Ziehmer
Complainant

JUN 10 7 5007

Missouri Public
Service Commission

vs.

Case No.

Company Name: Ameren
Respondent

COMPLAINT

Complainant resides at 5204 Leach St
(address of complainant)
Jefferson City, MO 65109

1. Respondent, Ameren
(company name)

of P.O. Box 66529 St Louis, MO 63166
(location of company), is a public utility under the

jurisdiction of the Public Service Commission of the State of Missouri.

2. As the basis of this complaint, Complainant states the following facts:

Mr Brown was given possession of 3804-E Candlelight Drive on February 11, 2007. (Page 3 of Lease)

11. Possession. Possession of the premises shall be delivered to Lessee(s) on

February 11, 2007

Mr Brown paid \$225.00 Rent for February 2007 (Page 2 of Lease)

3. Rent. Rent for the month of February 2007 shall be prorated, and Lessee(s) shall

pay to Lessor(s) the sum of \$225.00. Thereafter, the rent shall be

\$475.00 per month, payable in advance upon the 1st day of each

month commencing March 2007 to Lessor(s). Lessee (s) will be assessed a \$ 15.00

dollar a day late fee if rent is not paid on the due date. In addition, Lessee(s) shall be liable in the sum of

\$ 50 for each check that is returned to Lessor(s) because the check has been dishonored.

Ameren States Mr Brown called to place Service in his name on March 2, 2007.

Mr Brown Did NOT Call!

Service was placed in Mr Brown's Name by Ziehmer using his Landlord Direct!

On February 20, 2007 Ameren placed services in what they call Idle Premises while Mr Brown was living there.

Who got billed for services from February 20, to March 2, 2007?

WHEREFORE, Complainant now requests the following relief:

Ziehmer is being billed \$28.12 for Period February 8-19, 2007

Ziehmer is only responsible for service February 8-10, 2007

6-2-07

Date

Michael Ziehmer

Signature of Complainant

Attach additional pages, as necessary.

Attach copies of any supporting documentation.

Copy of Lease Attached

MJDZ PROPERTIES RESIDENTIAL LEASE

THIS AGREEMENT entered into this 11th day of February, 2007 by
and between MJDZ, L.L.C. Hereinafter Lessor(s), and
Billy Joe Brown SR hereinafter Lessee(s).

WHEREAS, Lessor(s) are the owners of a residence and the real estate located at
3804-E Candlelight Drive in Jefferson City, Missouri; and

WHEREAS, Lessor(s) is desirous to leasing the afore described real estate to Lessee(s).

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. Premises. Lessee(s) hereby agrees to lease from the Lessor(s) the above-described premises consisting of a house and the following described personal property, if any, now located thereon, to wit: electric, plumbing, heating, and air conditioning fixtures and equipment, attached floor coverings, window shades, Venetian blinds, curtain rods, storm doors and windows, screens, awnings, attached mirrors, curtains, stove, dish washer, built-in fan, refrigerator, microwave, garbage disposal, light bulbs, water softener, and all fixtures appurtenant to the premises.

2. Term. The term hereof shall commence on March 2007, and terminate on August 31, 2007, for a 6 () month term. The terms shall be automatically renewed on a month to month basis unless terminated by Lessor(s) or Lessee(s) by giving the other party 30 days written notice of termination before the next rent payment date. The rent payable hereunder may be adjusted at the close of the lease period.

3. Rent. Rent for the month of February 2007, shall be prorated, and Lessee(s) shall pay to Lessor(s) the sum of \$225.00. Thereafter, the rent shall be \$475.00 per month, payable in advance upon the 1st day of each month commencing March 2007 to Lessor(s). Lessee(s) will be assessed a \$ 15.00 dollar a day late fee if rent is not paid on the due date. In addition, Lessee(s) shall be liable in the sum of \$ 50 for each check that is returned to Lessor(s) because the check has been dishonored.

4. Security Deposit. The Lessee(s) has deposited with the Lessor(s) and the Lessor(s) acknowledge receipt of the sum of \$475.00, which sum shall be considered a security deposit for the strict performance of all the covenants and conditions of this lease. Lessor(s) shall have the right, without prejudice to any of their remedies, to apply all or any part of said deposit to payment for damages to the premises or to any delinquent rent; but it is agreed that said deposit is not a prepaying of rent. Said deposit or balance, after deduction for damages (cleaning carpets) and/or rent, shall be refunded only upon termination of this lease and delivery of possession of the premises to Lessor(s), if Lessee(s) shall not be then in default of any covenant or condition herein contained.

5. Utilities. Lessee(s) shall be responsible for the payment of all utilities and services during the term of this lease hereunder.

6. Assignment and Subletting. Lessee(s) shall not assign this agreement or sublet any portion of the premises without prior written consent of the Lessor(s).

7. Maintenance, Repairs or Alterations. Lessee(s) acknowledges that the premises are in good order and repair unless otherwise indicated herein. Lessee(s) at their own expense, and at all times, shall maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and surrender the same at termination hereof, in as good condition as

received, normal wear and tear ~~excepted~~. Lessee(s) shall be responsible for all repairs required for damages caused by their negligence and that of their family or invitees or guests. Lessee(s) shall not make alterations to the premises without the prior written consent of the Lessor(s). Lessee(s) shall irrigate and maintain any surrounding grounds, including lawns and shrubberies, keep the same clear of rubbish and weeds, and maintain and keep the lawn mowed.

8. Pets. Lessee(s) shall not keep any dogs, cats or other animals, or permit them to be kept on the premises.

9. Entry and Inspection. Lessee(s) grants permission to Lessor(s) to show the apartment to new rental applicants at reasonable hours of the day. Lessee(s) grants to Lessor(s) the right to enter the leased premises for inspection at all reasonable hours and whenever necessary to make repairs and alterations of the apartment or the apartment building, or to clean the apartment.

10. Indemnification. Lessee(s) agrees to protect and save Lessor(s) harmless from any loss or damages resulting from failure of Lessee(s) to keep the premises in good condition and repair or by reason of claims or suits against Lessor(s) by a third person on account of Lessee(s) negligence in the use of the premises, or by reason of any injury or damage to any person or property on the premises.

11. Possession. Possession of the premises shall be delivered to Lessee(s) on

February 11, 2007.

12. Default. Any failure by Lessee(s) to pay rent when due or perform any term hereof, shall, at the option of the Lessor(s), terminate all rights of Lessee(s) hereunder. Recovery of the premises by Lessor(s) shall not relieve Lessee(s) of any obligations hereunder, and Lessor(s) may lease the premises to others upon such terms and conditions as they deem proper and recover from Lessee(s) sums due hereunder, less any consideration received from others for the use of the premises for the remaining term hereof, after paying expenses.

(d) This lease may be terminated with 30 days written notice to Lessee (s) in the event Lessor (s) sells or otherwise transfers ownership in the property.

(e) That this agreement shall be binding upon the parties, their executors, administrators, heirs and assigns, subject always to the restriction herein contained as to subletting or assignment by the Lessee(s).

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Michael Zeller

Gilly Brown

LESSOR(S)

LESSEE(S)