

BEFORE THE PUBLIC UTILITIES COMMISSION

**In the matter of the Public Utilities
Commission Act 1990 (No. 26 of 1990)**

- and -

**In the matter of complaints by certain
persons regarding the failure by the
Guyana Telephone and Telegraph
Company Limited (GT&T) to provide
telephone service to them.**

PAMADATH J. MENON, A.A.	-	Chairman
HUGH GEORGE	-	Member
JOHN WILLEMS, A.A.	-	Member
CHANDRABALLI BISHESWAR	-	Member
BADRIE PERSAUD	-	Member

REPRESENTATION -

Phulmatie Mohabir	-	By Mr. Gary Ramlochan, Attorney-at-Law.
Lloyd Saywack	-	By Mr Donald Lyght.

Alfred Barker, Donna Johnson Higgins, Beverly Wong and Abdool Hamid appeared in person.

The Guyana Telephone & Telegraph Co. Ltd.	-	By Mr Thomas Minnich, General Manager, and Mr Eustace Abrams, Director of Customer Services.
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DECISION

A substantial number of persons had from time to time complained against the failure of GT&T to provide telephone service to them. The Public Utilities Commission held a public hearing on the 4th September, 1997, to enquire into twelve of these complaints. Notice of the public hearing was given to GT&T on 15 August, 1997, as required by section 56(1) of the Public Utilities Commission Act, 1990 (No. 26 of 1990). A public notice of the hearing was also given under section 56(2) of that Act

2. The persons whose complaints were heard on 4th September, 1997, were the following -

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| 1. Alfred Barker
Lot 87 Hyde park
Timehri | 2. Michael Higgins
Lot 89 Hyde Park
Timehri |
| 3. Guyesumpal Budhoo
107 Hyde Park
Timehri | 4. Harry Heralall
107 Hyde Park
Timehri |
| 5. Donna Johnson Higgins
105 Hyde Park
Timehri | 6. Neville Holden
Lot 6A Hyde Park
Timehri |
| 7. Lloyd Saywack
Lot 90 Hyde Park
Timehri | 8. Avril Johnson
Hyde Park
Timehri |
| 9. Beverly Wong
Lot 47 Hyde Park
Timehri | 10. Eliose Washington
Lot 21 Hyde Park
Timehri |
| 11. Phulmatie Mohabir
Lot 24 Coverden
E.B.D. | 12. Abdool Hamid
85 Lawrence Street
Rampoor
Corriverton. |

It may be noticed that ten of these twelve complainants were from the Hyde Park area, which is under the Timehri Exchange. The house of Phulmatie Mohabir at Coverden is also within the area of the Timehri Exchange.

3. Of the twelve complainants, Phulmatie Mohabir was represented by Attorney-at-Law, Mr Gary Ramlochan and Lloyd Saywack was represented by Mr Donald Lyght, who claimed to be his son and Alfred Barker, Donna Johnson Higgins, Beverly Wong and Abdool Hamid appeared in person. The remaining six were absent. We decided to deal with the complaints of the absent persons also because they also came from the Hyde Park area, under the Timehri exchange, like four of the other complainants.

4. The following persons, from among those mentioned above, were allocated telephone numbers pursuant to their applications for telephone connection and they were requested to pay for obtaining the telephone connection, which they did -

1. Alfred Barker
2. Lloyd Saywack
3. Phulmatie Mohabir
4. Abdool Hamid

The payments do not appear to be uniform. Alfred Barker paid \$654.4 on 15th March, 1993, Lloyd Saywack paid \$654.01 on 13th March, 1993, Phulmatie Mohabir was required to pay \$10,653.00, which she did on 14th May, 1997, and Abdool Hamid paid \$1,204.01 on 3rd March, 1993.

5. Alfred Barker, who was allocated telephone No. 061-2666, but which was never installed at his residence, received the following letter dated 29th May, 1996, from GT&T -

“Dear Sir/Madam,

An examination of your telephone account for the last six (6) months indicates some difficulty in meeting GT&T’s scheduled deadlines for payment of your account.

In order to help you manage this telephone account, you are requested to visit our Business Office, 69 Brickdam, at the earliest opportunity, so that we can both agree on a suitable credit limit”.

6. Abdool Hamid, who was allocated telephone No. 039-2662, which again was never installed, received from GT&T a letter dated 8th March, 1995, which stated that -

"Service on this number was removed for non-payment on the 28th day of February, 1995".

This raises the question whether, by some malpractice the telephone was installed at the residence of, and was being used, by someone else.

7. The above letter received by Abdool Hamid also stated that he owed GT&T an unpaid balance of \$1,277.82 on telephone account No. 039-2662. Subsequently, he received a letter dated 31st March, 1995, from the law firm of Chapman & Trotman, acting on behalf of GT&T, claiming that an amount of \$277.82 was due from him to GT&T and threatening legal proceedings to recover the same.

8. According to letter dated 24th October, 1996, from Mr Mirza A. Sahadat, Attorney-at-Law representing Abdool Hamid, he was receiving bills from GT&T on account of the telephone allocated to him, but was never installed.

9. Abdool Hamid, when he applied for the telephone, was living at 10, Lawrence Street, Stratton Avenue, No. 79, Corriverton. He has now moved to 85 Lawrence Street, Rampoor, Corriverton. He had informed GT&T about the change in his address and requested that the telephone be installed at 85 Lawrence Street instead of at 10 Lawrence Street.

10. Harry Heralall has not produced receipt for payment for obtaining telephone service, but has produced a telephone bill he received from GT&T. This establishes that he had completed all formalities for obtaining a telephone connection and that a telephone number was allocated to him, though it was not installed.

11. Various reasons were given at different times for the non-installation of the telephones or the non-provision of telephone service.

12. Alfred Barker applied for a telephone on 15 March, 1993, and was allocated a telephone (No. 061-2666) and paid the installation charges on the same day. According to him, he was subsequently told that he was a squatter and so he could not get a telephone connection. When he told the officers of GT&T that he was not a squatter, according to him, he was told that he gave wrong information to the service representatives of GT&T as to the location of his residence. The service representatives of GT&T went to him again on 9th July, 1996, more than three years after he was allocated a telephone, and he had paid for the telephone connection, and asked him to fill up an

application form for telephone connection. When he produced before the sales representatives the receipt for the payment for the telephone connection, they scratched out the telephone number on the receipt and put a new telephone number. On the same day, namely, 9th July, 1996, he was given a letter, which reads as follows -

“Dear Customer,

We hereby acknowledge receipt of your application dated 95-10-02/93-03-15 for telephone service.

I regret to advise you that your application cannot be processed further at this time because all facilities in your area have already been assigned to customers.

As such your application has been added to our waiting list and you will be provided with service when expansion works are completed in your area. From time to time you may see a service being installed for someone in your area as facilities are made available through disconnection or removal.

This occurrence is very infrequent and really does not impact significantly on our waiting list. Do not become alarmed and rush to complete another application form. As soon as expansion works are completed in your area, we will be writing you to pay for the service(s) you requested.

Yours sincerely,

(Sgd.)
Service Representative”

13. What happened to telephone No. 061-2666 allocated to Alfred Barker and why, after the expiry of over three years, after the allocation of telephone to him and payment by him of installation charges, and after payments were demanded from him as per telephone bills, he was asked to file a fresh application for telephone connection, are not clear.

14. The above facts were not disputed for Mr Eustace Abrams, Director of Customer Service, who presented the case of GT&T.

15. Donna Higgins, like Alfred Barker, lives in the Hyde Park area, which falls within the jurisdiction of Timehri Exchange. She had a telephone connection. The number was 061-591. One day a tree fell and broke the telephone wire. This was in 1991. She reported the incident to GT&T. Instead of repairing the damage, a year later, GT&T staff removed the equipment.

16. Later in 1994, as directed by GT&T staff who had gone to the area, she applied for a telephone connection. She has not yet received the same till now.

17. Mr Eustace Abrams, on behalf of GT&T, said that he would have to check whether Donna Higgins had a telephone connection and why it was removed.

18. Beverly Wong lives opposite GT&T's Timehri Exchange. She applied a second time for a telephone connection on 12th November, 1995. According to her -

"I spoke to the engineer there and he told me everything is O.K. I can be connected from the public phone there, because I am living opposite the Exchange and he told me there is no problem with that. Because when I went in to the person, I think his name is Michael, he told me that everything is O.K., I can be connected. He told me that Timehri had about 400 lines and only 200 and something utilised."

19. Mr Eustace Abrams of GT&T stated that at the Timehri Exchange the switching capacity is 640 lines and GT&T's existing customer base under that Exchange is only 500.

20. In the case of Phulmatie Mohabir, who also lives within the area of Timehri Exchange, and was allocated telephone No. 061-2991, after the payment of \$10,653.00 and after given the run around by GT&T's staff, according to the Attorney-at-Law representing her -

"So my client went back to GT&T and she made further enquiries. She enquired why the engineer could not have connected her service and they could not give her any satisfactory answer as to why they could not offer a connection of her service even though she has completed a contract with GT&T for this service."

21. The answer of Mr Eustace Abrams on behalf of GT&T was -

"Mr Chairman, facilities, outside cable plant facilities were assigned to instal service to this customer from a line that was recovered from

a customer whose service was seized for non-payment. Subsequent to the payment of deposit by the customer and the effort to instal the service, the facilities were found to be faulty and unserviceable, the reason being that where the customer is located is at the extreme boundary of the Timehri Exchange.”

22. The case of Phulmatie Mohabir raises three questions -

- (I) Why Phulmatie Mohabir, who had applied on 6th December, 1994, and paid the installation charges and deposit only on 13th May, 1997, was preferred to others like Alfred Barker who applied for a telephone and paid the installation charges much earlier?
- (ii) Why Phulmatie Mohabir was made to deposit an additional sum of \$10,000.00?
- (iii) If Phulmatie Mohabir was not given telephone connection because of a faulty facility, why the fault was not repaired?

23. Out of the twelve cases dealt with by this Order only Abdool Hamid lives outside the area of the Timehri Exchange. When he applied to GT&T for a telephone connection he used to live at 10 Lawrence Street, No. 79, Corriverton, but now lives at 85 Lawrence Street, Rampoor, Corriverton.

24. Abdool Hamid applied for a telephone connection on 3rd March, 1993. According to him

“I waited for over a year for the service to materialize, but it didn’t. Subsequently we decided to form a delegation to approach the GT&T personnel at Brickdam. Five of us went there on that delegation which was headed by Mr Sheik Rahaman. We met Mr Singer, Mr Griffith, Mr Terry Holder and a few others that I cannot remember. But after the discussion we were promised telephones. The four gentlemen got theirs but I didn’t get mine.

The reason for that is that Mr Griffith told me that I was living too far away from the service line, which was in fact three houses away.”

25. Mr Eustace Abrams stated, on behalf of GT&T, at the public hearing that “as far as this

customer's location goes, there are no cable plant facilities available to extend the service to that location". The following passage from page 20 of the transcript of the public hearing on 4th September, 1997, with reference to the twelve complaints, is worth noticing. The passage refers to the complaint of Abdool Hamid -

“Mr Abrams: Mr Chairman, we have not extended the cable plant facilities in that exchange.

Chairman: So the problem is not a lack of facility in the exchange but no cable line.

Mr Abrams: That is right.”

26. The above represents the position of GT&T in respect of the eleven cases from within the area of Timehri Exchange also. There are facilities for providing telephone connections available in the Exchange. But though several years have passed after applications were made, GT&T has not made any effort to extend line facilities to give connections to applicants for telephones. According to Mr Eustace Abrams, of GT&T, in the Timehri Exchange there is switching capacity for 640 Lines, but the existing customer base is only 500. It means that there is an excess capacity for drawing 140 lines available for providing telephone connections at the Timehri Exchange.

27. It has not been satisfactorily explained why, in view of the existence of excess capacity available for providing telephone connections, the twelve persons referred to in para. 2 above have not been given telephone connections though they have been waiting for over four years, except Phulmatie Mohabir who has been waiting only for nearly three years.

28. We have carefully considered all the aspects of the twelve cases, including the documents produced in support of the complaints and the submissions made by the complainants and Attorney-at-Law representing Phulmatie Mohabir and the submissions made by Mr Eustace Abrams, on behalf of GT&T. We are of the view that no satisfactory justification has been shown for not setting up cable plants or repairing or replacing faulty facilities and providing telephone connections to the persons mentioned in para. 2 above. In the case of Beverly Wong we first thought that we would not dispose of her case now, but would like to see whatever documents she has. But on further consideration and having regard to the view we are taking in regard to other cases, we decided to deal with her case also.

29. Attention is also invited to Condition 1.1 of the Licence issued to GT&T under the Telecommunications Act 1990 (No. 28 of 1990), which reads as follows -

“1.1. The Licensee shall provide to every person who requests the provision of such services at any place in Guyana -

- (a) voice telephony services;
- (b) telegram services; and
- © other telecommunication services, consisting in the conveyance of Messages, agreed or required to be provided by the Licensee under the Agreement,

by means of Applicable Systems, except to the extent that the Director is satisfied that any reasonable demand is or is to be met by other means and that accordingly it would not be reasonable in the circumstances to require the Licensee to provide the services requested; and the Licensee shall ensure that Applicable Systems are installed, kept installed and run for those purposes.”

30. GT&T did not invoke the provisions of section 28 of the Public Utilities Commission Act, 1990. We are of the view that the provisions of that section are inapplicable to the facts related to the complaints under consideration in this order. All the complainants are living within the areas of existing telephone Exchanges. As admitted by Mr Eustace Abrams of GT&T, there are existing facilities in these Exchanges to provide telephone connections to the complainants. Telephone numbers were allocated to them and several of them had paid installation charges. Besides we hereby direct that the cost in relation to providing telephone connections to the complainants would be taken into account in determining the rates payable by subscribers to GT&T.

ORDER

31. In the light of the above discussions and conclusions, we make the following Order -

- (i) GT&T shall, before the expiry of four months from the date of this Order provide telephone connections and telephones to the twelve persons referred to in para. 2 above. The telephone connection for Abdool Hamid will be provided at 85 Lawrence Street, Rampoor, Corriverton.
- (ii) Those of the above mentioned twelve persons, who have to pay installation charges, will pay the same to GT&T within a period of two weeks from the date of this Order.

- (iii) The cost incurred by GT&T in providing the telephone connections to the twelve complainants will be taken into account in determining the rates payable by subscribers to GT&T.
- (iv) For the reasons stated in para. 30 above, we hold that section 28 of the Public Utilities Commission Act, 1990, has no application to the facts of the twelve complaints dealt with in this Order.
- (v) GT&T shall pay, within thirty days from the date of this Order, as costs \$5,000.00 to each of the following complainants, namely, Phulmatie Mohabir, Lloyd Saywack, Alfred Barker, Donna Johnson Higgins, Beverly Wong and Abdool Hamid.

Dated at Georgetown, Guyana

this ^{25th}..... day of September, 1997.

Pamadhana Menon
 PAMADATH J. MENON, A.A. - CHAIRMAN

Hugh K. George
 HUGH GEORGE - MEMBER

J. T. B. Willems
 JOHN WILLEMS, A.A. - MEMBER

Chandrabali Bisheswar
 CHANDRABALI BISHESWAR - MEMBER

Badrie Persaud
 BADRIE PERSAUD - MEMBER

