

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Calvin  
"Bill" Wood against GTE Florida  
Incorporated regarding service.

DOCKET NO. 990861-TL  
ORDER NO. PSC-99-1615-PCO-TL  
ISSUED: August 17, 1999

The following Commissioners participated in the disposition of this matter:

JOE GARCIA, Chairman  
J. TERRY DEASON  
SUSAN F. CLARK  
JULIA L. JOHNSON  
E. LEON JACOBS, JR.

ORDER REFERRING DOCKET TO  
THE DIVISION OF ADMINISTRATIVE HEARINGS

BY THE COMMISSION:

On December 30, 1997, Mr. Calvin "Bill" Willie Wood (Mr. Wood or customer) filed a complaint with the Commission's Division of Consumer Affairs (CAF) against GTE Florida Incorporated (GTE or company). Mr. Wood asserted that he was having problems receiving telephone calls. He stated that people told him that they were unable to reach him. GTE responded that lightning had struck the line serving Mr. Wood's residence more than once causing intermittent problems and that the cable serving Mr. Wood's residence needed to be replaced. GTE also stated that it had issued a \$25 Service Performance Guarantee credit to the customer's account to foster customer relations and that the credit would appear on the customer's February 1998 bill. GTE later reported that an additional \$1.78 credit was issued to Mr. Wood's February 1998 bill for the time he had received no service and similar credits were issued in June 1998 for \$2.14 and \$1.65.

Mr. Wood, however, continued to maintain that his neighbor, Mr. Perry, could not get through to him at his telephone number. Mr. Wood believed that the problem had started the previous summer when lightning burned up his lines. He stated that he would withhold payment of his telephone bills until the service problems were resolved. He also stated that he was told by GTE that a \$25 credit would be applied to his account every time he reported the service not working properly and the service was not properly repaired.

DOCUMENT NUMBER-DATE

09784 AUG 17 99

FPSO-RECORDS/REPORTING

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On February 20, 1998, we received another report from GTE, stating that a line crew had made a field visit to Mr. Wood's residence on February 11, 1998, at which time it had found and repaired a section of the service drop and a rusty connection at the splice connector. Additionally, the company stated that the customer-provided equipment was defective and that Mr. Wood had promised to replace it. Further, GTE stated that it had made a follow-up field visit to Mr. Wood's residence on February 12, 1998, and that Mr. Wood had informed the company to discuss the problem with Mr. Perry. GTE stated that it determined that Mr. Perry was dialing an incorrect telephone number to reach Mr. Wood. However, GTE reported that it issued a \$25 Service Performance Guarantee credit to Mr. Wood's March 1998 bill.

On March 9, 1998, GTE reported that a tornado had touched down in the Polk County area. The company stated that it had made a field visit to Mr. Wood's residence that same day, and that his residence had been destroyed by the tornado. GTE stated that it asked Mr. Wood to notify the company when he had temporary or permanent facilities with power, so the company could provide him with telephone service. GTE stated that on March 23, 1998, it made another field visit to Mr. Wood's residence and found his private road was barricaded, indicating still no facilities.

GTE reported that it temporarily disconnected Mr. Wood's service on March 25, 1998 for nonpayment of his account. The company confirmed that a late notice, requesting payment of \$232.27 by March 19, 1998 to prevent service interruption, was mailed to Mr. Wood prior to the disconnection. After receiving no payment, GTE permanently disconnected Mr. Wood's telephone service on April 4, 1998.

On April 10, 1998, we received a letter from Mr. Wood stating that, during the last several months, other customers had also received inadequate service from GTE. On April 17, 1998, we received a report from GTE, stating that the cable splicing at Mr. Wood's residence was completed on February 26, 1998, but that Mr. Wood's service was not cut over to the new cable due to defective vacant pairs in the new cable. The company stated that Mr. Wood was notified of this delay and that the defective cable pairs would be cleared as soon as possible.

GTE reported that on April 17, 1998, Mr. Wood was contacted and notified that his service could be reestablished with toll blocks until the outstanding balance was paid in full. GTE stated

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that payment arrangements were offered to Mr. Wood, but that he maintained that he would not pay the bill until the repair issues were resolved. GTE reported that it issued an installation order to connect Mr. Wood's service with a completion date of April 20, 1998, with toll blocks until the now \$664.02 outstanding balance was paid in full. However, on May 13, 1998, Mr. Wood notified us that his long distance service had not been restored on his line. We relayed this information to GTE.

On May 28, 1998, our staff performed loop tests at Mr. Wood's and Mr. Perry's residences. The tests were "acceptable." We also performed call completion tests from Mr. Perry's telephone number to Mr. Wood's telephone number, with 100 percent completion. However, when Mr. Perry tried to call Mr. Wood's telephone number during the call completion test, he dialed wrong telephone numbers three times--once to his daughter's telephone number and twice to wrong telephone numbers.

Mr. Wood again notified us on June 3, 1998, that his long distance service had not been restored to his line. We again contacted GTE about this problem. GTE acknowledged this error and promised to restore the long distance service that day. In a subsequent report, GTE stated that the toll restriction was removed from Mr. Wood's service on June 4, 1998.

On July 2, 1998, CAF received Mr. Wood's June 29, 1998 letter which stated, "I do not consider my telephone fixed, until my neighbor, Mr. Perry, can reach me on a regular and routine basis. Therefore, I request an informal conference." He also stated that he was due a "sizable" refund from GTE for not providing "minimal" service. In Mr. Wood's July 3, 1998 letter, he alleged that GTE told him that the Commission had directed the company to disconnect his service for nonpayment. He stated that the issue was never the payment of the bill, "but the inferior service I was and still am getting from GTE."

On July 22, 1998, we contacted GTE and asked if the company would provide a telephone with larger buttons to Mr. Wood's neighbor, Mr. Perry, to prevent the mis-dialing of telephone numbers. The company complied with our request. On August 18, 1998, we received a letter from Mr. Wood, which stated that for the first time in months, Mr. Perry had called him from his house on August 6, 1998, and that Mr. Perry was proud of his second telephone. Mr. Wood also stated that GTE had made a field visit to his (Mr. Wood) house on August 18, 1998, and told him that the

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outside wiring to his (Mr. Wood) house was improperly installed and would be corrected.

We continued to pursue a resolution of the complaint with GTE and Mr. Wood. However, Mr. Wood maintained that GTE owed him additional credits for the time he received no service. GTE stated it would not issue any more Service Performance Guarantee credits for the trouble reports. The company did offer an additional \$25 compromise adjustment on both of Mr. Wood's telephone accounts to resolve his complaint, for a total of \$50, but Mr. Wood refused this offer.

An informal conference was held with the parties and members of our staff on May 12, 1999. However, the parties were unable to reach an agreement. Mr. Wood maintained that the lines in his service area were defective long before the March 9, 1998 tornado, and that the service problems were not resolved until the company installed new lines. Additionally, Mr. Wood objected to the March 25, 1998 disconnection of his telephone service and the delayed removal of the toll restriction from his telephone line after his account was paid in full. Mr. Wood argued that he was entitled to a \$25 credit for each time he reported trouble with his service.

GTE disagreed with Mr. Wood, stating that his telephone service was always repaired within 24 hours of his trouble report, unless the trouble related to another customer's service. Further, the company stated that two \$25 Service Performance Guarantee credits had already been issued to the customer's account in February and March 1998, and that it had not billed the customer's account for the \$55 nonrecurring charge when his telephone service was reestablished on April 20, 1998. The company stated that this credit was more than what Mr. Wood would have received for the time he did not receive service.

There appears to be disputed issues of material fact in this case which are best resolved by a formal evidentiary hearing. For this reason, we refer this docket to the Division of Administrative Hearings for fact finding pursuant to Sections 120.569 and 120.57, Florida Statutes.

Based on the foregoing, it is

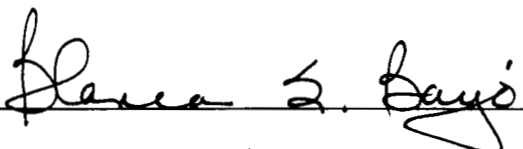
ORDERED by the Florida Public Service Commission that this docket be referred to the Division of Administrative Hearings for

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fact finding pursuant to Sections 120.569 and 120.57, Florida Statutes. It is further

ORDERED that this Docket shall remain open, pending consideration of the Administrative Law Judge's Recommended Order.

By ORDER of the Florida Public Service Commission this 17th day of August, 1999.



BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

DMC

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida

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Administrative Code, if issued by the Commission; or (3) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of Records and Reporting, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

MEMORANDUM

AUGUST 17, 1999

FILED TO PSC

AUG 17 PM 1:32

RECORDS AND  
REPORTING

TO: DIVISION OF RECORDS AND REPORTING  
FROM: DIVISION OF LEGAL SERVICES (CLEMONS) *DMC UB*  
RE: DOCKET NO. 990861-TL - COMPLAINT OF CALVIN "BILL" WOOD  
AGAINST GTE FLORIDA INCORPORATED REGARDING SERVICE.

*11615 - PCO*

Attached is an ORDER REFERRING DOCKET TO THE DIVISION OF ADMINISTRATIVE HEARINGS, to be issued in the above-referenced docket. (Number of pages in order - 6)

DMC/anc  
Attachment  
cc: Division of Communications  
I: 990861o.dmc

*See*

*4/1*