

**BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS  
STATE OF CALIFORNIA**

**In the Matter of:**

**CLAIMANT**

**v.**

**REGIONAL CENTER of EAST BAY, Service Agency.**

**OAH No. 2022020050**

**DECISION**

Administrative Law Judge Barbara O'Hearn, State of California, Office of Administrative Hearings, heard this matter by videoconference on March 8, 2022.

Claimant represented herself at hearing.

Fair Hearing Specialist Mary Dugan represented the Regional Center of the East Bay (RCEB), the service agency.

The matter was submitted for decision on March 8, 2022.

**ISSUE**

Must RCEB fund \$4,000 for furniture that claimant needed to decline from Homestretch Funding?

## **FACTUAL FINDINGS**

1. Claimant became a consumer of regional center services in late December 2018, after she was diagnosed with autism at about age 52. Claimant is extremely sensitive to loud noises and vibrations. She has lived independently by herself in an apartment since March 28, 2020.

2. Claimant experienced "physical torture" by apartment floor vibrations that she believed were caused by her downstairs neighbor using an infrasonic device. In July 2020, claimant's landlord agreed that the flooring in claimant's apartment could be replaced and underflooring installed with payment by Homestretch Housing Assistance Fund (Homestretch) managed by Alameda County. Homestretch offered \$8,000 to claimant in July 2021 for soundproofing her apartment floor. RCEB agreed to pay the remaining flooring cost of about \$4,000.

3. Homestretch also offered \$4,000 for claimant to order new furniture for her apartment. Claimant wanted to wait to order the furniture until after the flooring work was completed. The first two flooring contractors declined to work with claimant. Claimant hired a third contractor who successfully began the work. The work, however, was not completed by the Homestretch deadline at the end of 2021, for claimant to order furniture. The deadline arose because Homestretch had changed its eligibility rules allowing payment within a restricted time period after claimant moved into her apartment.

4. Claimant requested RCEB to pay for storage of the furniture (assuming it had to be delivered at the time of order, prior to completion of the work) pending completion of the flooring work. RCEB declined to pay for storage.

5. Claimant believes that RCEB's refusal to pay for storage prevented her from obtaining the furniture and forced her to decline the \$4,000 from Homestretch for furniture. She also believes that she was forced to forfeit the furniture because RCEB staff did not properly manage her case and delayed her application for Homestretch funding.

6. Claimant requested RCEB to fund the \$4,000 amount for furniture that she had to forego. RCEB declined to pay for furniture, so claimant requested a notice of proposed action to appeal. On December 27, 2021, RCEB issued the notice, with a letter explaining that RCEB is prohibited by law from funding household items like furniture because all members of the general public need furniture and the need is not related to a developmental disability. Claimant appealed, resulting in this hearing.

7. In her appeal, claimant referenced a decision by Administrative Law Judge Holly M. Baldwin, issued on March 9, 2021 (OAH No. 2021010530). One of the issues in that decision included whether RCEB improperly denied claimant's request for funding furniture on December 10, 2020. The decision concluded that generic resources had not yet been exhausted, so claimant's appeal was denied.

8. The flooring work in claimant's apartment was completed the week of February 28, 2022. Claimant currently has only a few pieces of used furniture she found that are inadequate for her needs. RCEB has continued to work with claimant and provide support for her needs.

## LEGAL CONCLUSIONS

1. Claimant has the burden of proving by a preponderance of the evidence her eligibility for government-funded services. (*Lindsay v. San Diego Retirement Board* (1964) 231 Cal.App.2d 156, 161; Evidence Code, §§ 115, 500.)

2. The Lanterman Developmental Disabilities Services Act (the Act), mandates that an “array of services and supports should be established . . . to meet the needs and choices of each person with developmental disabilities . . . and to support their integration into the mainstream life of the community.” (Welf. & Inst. Code, § 4501.) While regional centers have a duty to provide a wide array of services, they are also directed to provide services in a cost-effective manner. (*Id.*, § 4646, subd. (a).)

3. The purpose of the Act is to rectify the problem of inadequate treatment and services for the developmentally disabled and to enable developmentally disabled individuals to lead independent and productive lives in the least restrictive setting possible. (*Id.*, §§ 4501, 4502, subd. (b)(3); *Association for Retarded Citizens v. Department of Developmental Services* (1985) 38 Cal.3d 384.) The Act is a remedial statute; as such, it must be interpreted broadly. (*California State Restaurant Association v. Whitlow* (1976) 58 Cal.App.3d 340, 347.)

4. When purchasing services and supports, regional centers shall ensure conformance with the regional center’s purchase of service policies, as approved by the Department of Developmental Services. (Welf. & Inst. Code, § 4646.4, subd. (a)(1).) The Act does not require regional centers to fund household items needed by the general public. Furniture is one of those items that is not related to a developmental disability.

5. Claimant's forfeiture of \$4,000 for furniture from Homestretch Funding was unfortunate and the result of several factors. It was not caused by actions of RCEB. Despite a broad interpretation of the Act, the law in this matter does not allow RCEB to replace the funding for furniture.

6. Claimant is commended for her persistence and independence. However, claimant has not met her burden of proving that she is entitled to RCEB payment for furniture.

### **ORDER**

Claimant's appeal is denied.

DATE:

BARBARA O'HEARN  
Administrative Law Judge  
Office of Administrative Hearings

### **NOTICE**

This is the final administrative decision; both parties are bound by this decision. Either party may appeal this decision to a court of competent jurisdiction within 90 days.