

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

In the Matter of:

CLAIMANT,

and

WESTSIDE REGIONAL CENTER,

Service Agency.

DDS No. CS0029870

OAH No. 2025090687

DECISION

Sandy Yu, Administrative Law Judge (ALJ), Office of Administrative Hearings, State of California, heard this matter by videoconference on November 17, 2025.

Michael Nelson, Program Manager, represented Westside Regional Center (WRC).

Wendy Dumiao, Esq., represented Claimant, who was present during the hearing.

The ALJ received testimony and documentary evidence. The record was held open for the parties to submit closing briefs by November 24, 2025. WRC and Claimant timely submitted closing briefs, which were marked for identification as Exhibit 18 and Exhibit CCC, respectively. The record closed and the matter was submitted for decision on November 24, 2025.

ISSUE

1. Shall WRC pay an additional \$500 for temporary housing assistance for Claimant for the period of August 24 through September 24, 2025?
2. Shall WRC fund a 70 percent rent subsidy for one year for an apartment in Santa Monica, California, with a monthly rent of \$2,040?

EVIDENCE RELIED UPON

Exhibits: WRC's Exhibits 3 through 17; and Claimant's Exhibits A through H, K through KK, MM through SS, and UU through BBB.

Testimony: Michael Nelson; Rachel Credo; and Claimant.

FACTUAL FINDINGS

Background

1. WRC is a regional center designated by the Department of Developmental Services (Department) to provide funding for services and supports to

persons with developmental disabilities under the Lanterman Developmental Disabilities Services Act (Lanterman Act). (Welf. & Inst. Code, § 4500 et seq.)

2. Claimant is an unconserved, 30-year-old woman who receives Lanterman Act services and supports from WRC based on a qualifying diagnosis of autism spectrum disorder. Claimant has also been diagnosed with major depressive disorder, attention-deficit hyperactivity disorder (ADHD), and generalized anxiety disorder.

3. On July 6, 2025, Claimant requested an emergency Individualized Program Plan (IPP) meeting with her Service Coordinator at WRC to discuss her requests for the following services: (1) monthly \$1,428 rental assistance for 12 months for an apartment in Santa Monica; (2) 30 hours of supported living services (SLS) per week; (3) daily mobile crisis intervention; and (4) 10 hours of service dog retraining per week.

4. On July 9, 2025, Claimant participated in a meeting with Service Coordinator Christopher Gaines to develop her IPP and address her requests. The IPP included six goals for Claimant, one of which was finding and maintaining permanent housing where she feels "safe and stable in the community of [her] choice that is near [her] theater program, medical, and specialized service providers." (Exh. 11, p. A68.)

5. From July 10 through July 24, 2025, Claimant resided temporarily at a hotel in Culver City, which WRC funded.

6. On July 16, 2025, WRC referred Claimant to A Pathway to Autonomy (APTA), an SLS provider. The following day, APTA's CEO, Rachel Credo, completed a formal SLS assessment meeting with Claimant. During the assessment meeting, Claimant indicated that she would like to secure permanent housing in Marina Del Rey or Santa Monica. Ms. Credo informed Claimant that because those cities had high

rental rates, she should consider other nearby cities. They then explored other prospective cities, including Lawndale, Inglewood, Hawthorne, and Gardena, which would better align with Claimant's monthly income.

7. On July 20, 2025, Claimant signed a month-to-month lease for a room in Inglewood with a monthly rent of \$1,750. Claimant did not consult with her Service Coordinator at WRC before signing the lease. On July 21, 2025, APTA requested temporary housing assistance from WRC, on behalf of Claimant, in the monthly amount of \$500 for two months.

8. On July 31, 2025, WRC sent Claimant a Notice of Action denying the following requests: (1) monthly \$1,428 in rental assistance for 12 months for an apartment in Santa Monica; (2) \$13,600 for service animal retraining; and (3) \$500 in temporary housing assistance for August 24 through September 24, 2025. The stated reason for WRC's denials of monthly rental assistance and temporary housing assistance was that the requested housing options are not cost-effective, as required under Welfare and Institutions Code section 4648, subdivision (a)(8). However, WRC approved \$500 for the period from July 24 through August 24, 2025, as a one-time payment to address Claimant's imminent housing needs while providing her time to find more affordable, sustainable housing options and to explore generic resources, such as local housing agencies or shelters.

9. On August 31, 2025, Claimant filed a hearing request appealing the denial of her requested services. At the hearing, Claimant withdrew her appeal regarding her request for service animal retraining.

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Hearing

WRC's CASE

Michael Nelson

10. Mr. Nelson testified that WRC approved a one-time payment of \$500 for temporary housing assistance to help with Claimant's short-term urgent housing needs and to collaborate with APTA. Mr. Nelson stated that Claimant signed the month-to-month \$1,750 lease for a room in Inglewood without informing WRC. According to Mr. Nelson, Claimant only receives \$1,693 in Social Security Disability Insurance benefits and \$23 in food stamps per month, totaling \$1,716 per month.

11. Mr. Nelson explained that WRC denied Claimant's request for the second month of temporary assistance because she does not have the income to afford the monthly rent of \$1,750. Mr. Nelson further contended that WRC is not a housing organization and that many other organizations have the expertise and budgets better suited to fund housing assistance for Claimant, such as local housing agencies and the Department of Mental Health.

12. Mr. Nelson testified that WRC denied Claimant's request for rental assistance of an apartment in Santa Monica, with a monthly rent of \$2,040, because Claimant does not have the income to pay that amount of monthly rent.

CLAIMANT'S CASE

Claimant

13. Claimant contended that her autism spectrum disorder symptoms and her other behavioral and psychiatric conditions make her vulnerable to significant

health and safety risks if she becomes homeless. She testified that she experienced sexual abuse, financial abuse, and suicidal ideation in the past. She also testified that she had experienced multiple instances of housing displacements, including living in her car, a hotel, and an Airbnb.

14. Claimant testified she currently lives in Santa Monica and would like to stay in Santa Monica. She stated that her medical providers are in Santa Monica, her friends reside near Santa Monica, and she attends classes and recreational activities in Santa Monica. Claimant also stated that as of September 2025, she was appointed to serve on the Santa Monica Disabilities Commission, a role that requires her to be a resident of Santa Monica.

15. Regarding her request for \$500 in temporary housing assistance for two months, Claimant testified that in July 2025, Ms. Credo, on her behalf, requested two months to give her sufficient time to secure a more permanent housing arrangement and to hear from generic resources she applied for, such as the federal Section 8 and Section 811 programs. The Section 8 program provides rental assistance to low-income individuals, and the Section 811 program provides affordable housing with supportive services to individuals with disabilities. Claimant testified that she has been working with APTA to pursue generic resources that may be available to her, including Section 8 and Section 811 programs. According to Claimant, she is on the waiting lists for Section 8 and Section 811 programs. Claimant testified that because she receives mental health services through her insurance, she is not eligible for services from the Department of Mental Health.

16. According to Claimant, she moved out of her Inglewood room rental and into an apartment in Santa Monica on September 24, 2025, because the living situation in Inglewood was stressful. She explained that she had concerns about her

privacy and safety because she did not know when her landlord would have guests visit or stay at the house. Claimant testified that although she paid her Inglewood room rent for the period of August 24 through September 24, 2025, she is requesting an additional \$500 for temporary housing assistance as partial reimbursement of that payment.

17. Regarding her request for rental assistance for 12 months for an apartment in Santa Monica, Claimant testified that at the time of her request in July 2025, she requested a 70 percent rental subsidy or \$1,428 for an apartment with a monthly rent of \$2,040, which was the average rental amount in Santa Monica that she found. Claimant explained that her Santa Monica apartment's rental amount is \$2,000, which includes parking and utilities.

18. Claimant also testified that in 2022, when she was a consumer of another regional center, Frank D. Lanterman Regional Center, she qualified for placement in a Level 4I group home, which is a group home with care, supervision, and professionally supervised training for individuals with complex health needs. Level 4I group homes are now known as Level 6 group homes. Claimant presented evidence showing that Level 6 placements are among the most expensive residential service models, ranging from \$12,9685.80 to \$13,496.24 per month. However, Claimant explained that a residential placement setting is not optimal for her, as the restrictive environment of a group home provokes her suicidal tendencies. Claimant contended that her requested funding for one-year rental assistance is more cost-effective than funding for a one-year Level 6 group home.

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Rachel Credo

19. Ms. Credo is the founder and Chief Executive Officer of APTA. Ms. Credo began working with Claimant in July 2025. Ms. Credo testified that she and Claimant searched 40 to 45 properties in multiple cities within WRC's catchment area, including Lawndale, Inglewood, Hawthorne, and Gardena. According to Ms. Credo, many one-bedroom and studio units within WRC's catchment area range from \$2,000 to \$2,450 per month. Ms. Credo testified that the rental amount of Claimant's current apartment in Santa Monica is \$2,000 per month, making it a cost-effective option.

20. Ms. Credo contended that APTA and Claimant have explored other generic resources available to Claimant. She confirmed that Claimant has applied for other housing assistance programs, but Section 8 and Section 811 programs have long waitlists.

21. Ms. Credo contended that Claimant's current apartment is not only cost-effective, but it also meets her housing needs, including sensory sensitivities to heat, fabric, sounds, light, and chemicals. Ms. Credo explained that Claimant feels safe and comfortable with her current apartment. Furthermore, Claimant's apartment is in Santa Monica, where her support system is located.

LEGAL CONCLUSIONS

Burden and Standard of Proof

1. The party seeking government benefits or services bears the burden of proof. (*Lindsay v. San Diego Retirement Bd.* (1964) 231 Cal.App.2d 156, 161.) In this case, Claimant is seeking funding for temporary housing assistance and rent subsidy

that WRC has not previously agreed to provide, and thus, she bears the burden of proof that she is entitled to the requested service funding. As no other statute or law specifically applies to the Act, the standard of proof in this case is a preponderance of the evidence. (Evid. Code, § 115.) The term preponderance of the evidence means "more likely than not." (*Sandoval v. Bank of America* (2002) 94 Cal.App.4th 1378, 1388.)

Applicable Law

2. The Lanterman Act provides services and supports to meet the needs of persons with developmental disabilities, regardless of age or degree of disability. (Welf. & Inst. Code, § 4501.)

3. "Services and supports for persons with developmental disabilities" means specialized services and supports or special adaptations of generic services and supports directed toward the alleviation of a developmental disability or toward the social, personal, physical, or economic habilitation or rehabilitation of an individual with a developmental disability, or toward the achievement and maintenance of an independent, productive, and normal life." (Welf. & Inst. Code, § 4512, subd. (b).) The fundable services and supports that pertinent to housing, "may include, but are not limited to, . . . special living arrangements, . . . information and referral services, . . . assistance in locating a home, . . . emergency and crisis intervention, . . . supported living arrangements, . . . [and] vouchers. . . ." (*Ibid.*) The determination of Claimant's services and supports "shall be made on the basis of the needs and preferences of the consumer or, when appropriate, the consumer's family, and shall include consideration of a range of service options proposed by individual program plan participants, the effectiveness of each option in meeting the goals stated in the individual program plan, and the cost-effectiveness of each option." (*Ibid.*)

4. Concerning living arrangements, the Lanterman Act places "a high priority on providing opportunities for adults with developmental disabilities, regardless of the degree of disability, to live in homes that they own or lease with support available as often and for as long as it is needed, when that is the preferred objective in the individual program plan." (Welf. & Inst. Code, § 4689.) Generally, the cost of paying rent and other household expenses for a supported living home is the responsibility of the consumer. (Welf. & Inst. Code, § 4689, subd. (h).)

5. However, a regional center may pay rent, provided that all the following conditions are met: (A) the regional center executive director verifies in writing that making the rent, mortgage, or lease payments or paying for household expenses is required to meet the specific care needs unique to the individual consumer as set forth in an addendum to the consumer's individual program plan, and is required when a consumer's demonstrated risk of homelessness, medical, behavioral, or psychiatric condition presents a health and safety risk to the consumer or another; (B) During the time period that a regional center is making rent, mortgage, or lease payments, or paying for household expenses, the supported living services vendor shall assist the consumer in accessing all sources of generic and natural supports consistent with the needs of the consumer; and (C) the regional center shall not make rent, mortgage, or lease payments on a supported living home or pay for household expenses for more than six months, unless the regional center finds that it is necessary to meet the individual consumer's particular needs pursuant to the consumer's individual program plan. (Welf. & Inst. Code, § 4689, subd. (i)(1).) The regional center shall review a finding of necessity on a quarterly basis, and the regional center executive director shall annually verify in an addendum to the consumer's individual program plan that the requirements set forth in subparagraph (A) continue to be met. (*Ibid.*)

6. In securing services for its consumers, the regional center must consider the cost-effectiveness of service options. (Welf. & Inst. Code §§ 4646, subd. (a); 4512, subd. (b).) Additionally, when purchasing services and supports, the regional center is required to ensure “[u]tilization of generic services and supports if appropriate.” (Welf. & Inst. Code § 4646.4, subd. (a)(2).) The regional center must identify and pursue all possible sources of funding for consumers receiving Lanterman Act services and supports. (Welf. & Inst. Code § 4659, subd. (a).) Moreover, the regional center funds “shall not be used to supplant the budget of an agency that has a legal responsibility to serve all members of the general public and is receiving public funds for providing those services.” (Welf. & Inst. Code § 4648, subd. (a)(8).)

Temporary Housing Assistance

7. Given that Welfare and Institutions Code section 4512 covers assistance in locating a home, emergency and crisis intervention, and vouchers, temporary housing assistance can reasonably be interpreted as falling within this statute. In this case, Claimant requested two months of temporary housing assistance in the amount of \$500 per month for her room in Inglewood, but WRC only approved a one-time payment of \$500 for the period of July 24 through August 24, 2025.

8. However, two months of funding for temporary housing assistance is justified under the “emergency and crisis intervention” part of the list contained in Welfare and Institutions Code section 4512, subdivision (b). This short-term funding would give Claimant additional time to find more affordable, sustainable housing options and to hear from generic resources she applied for. Therefore, Claimant proved that WRC should pay an additional \$500 for temporary housing assistance for Claimant for the period from August 24, 2025, through September 24, 2025.

Rent Subsidy

9. In securing living arrangement services, WRC can provide funding only if it is cost-effective. Cost-effective is defined as "obtaining the optimum results for the expenditure." (Cal. Code Regulations, title 17, § 58501, sub. (a)(6).) In balancing its obligations, the WRC must ensure that cost-effective options also meet a consumer's specific needs.

10. In this case, Claimant and Ms. Credo have been diligently searching for alternative, more cost-effective living arrangements that would also meet Claimant's needs. Despite their search, they located no other homes in WRC catchment area to meet Claimant's needs that are less expensive than the apartment in which she currently resides. Additionally, WRC has identified no other viable cost-effective alternatives that would meet Claimant's individual needs. Therefore, WRC's contention that the requested rent subsidy is not cost-effective is unpersuasive.

11. Lastly, WRC is required to utilize generic services and supports when appropriate. (Welf. & Inst. Code, § 4646.4, subd. (a)(2).) WRC did not provide any further information regarding the identity of additional generic resources on the NOA. The evidence established that Claimant has explored other generic resources, including Section 8 and Section 811 programs.

12. It is noted that WRC did not raise any arguments that Claimant did not meet the conditions under Welfare and Institutions Code section 4689, subdivision (i)(1). Because this statute is not cited in the NOA, any contention that the requested rent subsidy would not meet those conditions is not appropriate for consideration in this case.

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13. Based on the foregoing, WRC should grant Claimant's request for rent subsidy payments for a period of six months, beginning September 1, 2025, through February 28, 2026. However, because Claimant's monthly rent is \$2,000, not \$2,040, a 70 percent rent subsidy would be \$1,400.

ORDER

Claimant's appeal is granted in part and denied in part.

WRC shall pay \$1,400 per month towards Claimant's rent subsidy beginning September 1, 2025, through February 28, 2026.

Claimant shall continue searching for an alternative housing option that fits her needs and is more cost-effective than her current home. Beginning January 2026, Claimant shall provide WRC quarterly documentation of this search as well as any efforts to obtain funding from generic resources identified by the WRC.

Beginning January 2026, and on a quarterly basis, Claimant, shall continue to share with WRC her household budget indicating the income she receives and the household expenses she pays, including the rent charged and the amount she pays toward that rent.

Claimant's need for the rent subsidy is subject to WRC's review on a quarterly basis.

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WRC shall fund an additional \$500 for temporary housing assistance for Claimant for the period of August 24 through September 24, 2025.

DATE:

SANDY YU

Administrative Law Judge

Office of Administrative Hearings

NOTICE

This is the final administrative decision. Each party is bound by this decision. Either party may request reconsideration pursuant to subdivision (b) of Welfare and Institutions Code section 4713 within 15 days of receiving the decision, or appeal the decision to a court of competent jurisdiction within 180 days of receiving the final decision.