

**COMMONWEALTH OF MASSACHUSETTS
HOUSING COURT DEPARTMENT
METRO SOUTH DIVISION**

NORFOLK, SS.

DOCKET No. 24H82SP03575

LENOX FARMS LIMITED PARTNERSHIP,

Plaintiff,

v.

MOHAMED KASSEM, DANNY ABOUELKHIER,

Defendants.

**DEFENDANT DANNY ABOUELKHIER’S MOTION TO MODIFY OR DISSOLVE
CONTINUING INTERIM USE-AND-OCCUPANCY RELIEF AND RELATED
SUMMARY PROCESS-DERIVED SANCTIONS BASED ON MATERIALLY CHANGED
CIRCUMSTANCES
(WITH INCORPORATED MEMORANDUM OF LAW)**

Defendant Danny Abouelkhier respectfully moves this Court to modify or dissolve the continuing interim use-and-occupancy (“U&O”) relief established by this Court’s December 4, 2025 Order, together with continuing enforcement mechanisms and related sanctions imposed through the Court’s February 17, 2026 Order, including the striking of Defendant’s jury demand.

This motion is filed consistent with the procedural framework discussed by the Appeals Court in Appeals Court No. 2026-P-0401, entered May 11, 2026. The Appeals Court discussed interim U&O relief under equitable and preliminary-injunction principles and distinguished repetitive reconsideration arguments from motions supported by materially changed circumstances and newly supported matters.

As discussed by the Appeals Court, interim U&O relief may be analyzed under equitable principles arising from the Housing Court's equitable authority discussed in *Davis v. Comerford*, 483 Mass. 164, 177-178 (2019). Defendant respectfully submits that substantial post-order developments now materially alter the equitable and procedural posture underlying the continuing interim U&O framework and sanctions tied thereto, such that continuing interim equitable relief now requires modification or dissolution.

MEMORANDUM OF LAW

I. PROCEDURAL BACKGROUND

1. On December 4, 2025, this Court entered an interim use-and-occupancy order requiring Defendant to make interim payments during the pendency of this action.
2. On February 17, 2026, this Court denied Defendant's motions seeking reconsideration and modification of the interim U&O structure and struck Defendant's jury demand in connection with continuing enforcement of that structure.
3. Defendant thereafter sought appellate review in Appeals Court No. 2026-P-0401.
4. On May 11, 2026, the Appeals Court dismissed the appeal, explaining that Defendant's prior reconsideration motion did not present materially changed circumstances or newly supported matters sufficient to constitute a motion directed toward dissolution or modification of continuing interim equitable relief.
5. The Appeals Court specifically explained:

"If circumstances had meaningfully changed after the entry of the interim U&O order, Abouelkhier could have moved for reconsideration, and, if reconsideration were denied, could have sought review of that decision under **G.L. c. 231, § 118, first par.**"

6. Defendant now files the present motion based upon substantial post-order developments materially altering the equitable and procedural posture underlying the continuing interim U&O framework.

II. MATERIALLY CHANGED CIRCUMSTANCES

7. Subsequent to the December 4, 2025 and February 17, 2026 Orders, this Court issued Findings and Rulings dated April 15, 2026 materially altering the occupancy and possession posture previously underlying the interim U&O structure.
8. Specifically, the April 15, 2026 Findings and Rulings formally found, among other things, that:
- a. Defendants are not parties to any lease with Plaintiff;
 - b. Defendants do not possess any tenancy relationship with Plaintiff;
 - c. Defendants possess no superior right to possession; and
 - d. Plaintiff's possession claim in this summary process action is moot.
9. The Court's April 15, 2026 Findings and Rulings have since become operationally relevant in related injunction proceedings concerning occupancy, exclusion, and possession-related issues, further reflecting the material evolution of the equitable and procedural posture underlying the original interim U&O framework.
10. The April 15, 2026 Order further transferred remaining U&O claims, counterclaims, and related claims to the civil docket.
11. The Summary Process docket has since been administratively closed while transferred claims and related litigation consequences continue within the civil docket.

12. These developments did not exist in their present procedural posture at the time of the original interim U&O order or the February 17, 2026 enforcement order.

13. Collectively, these subsequent developments materially altered the equitable assumptions and interim occupancy posture originally underlying continued enforcement of the interim U&O framework.

III. CONTINUING ENFORCEMENT OF THE INTERIM U&O STRUCTURE NOW REQUIRES MODIFICATION OR DISSOLUTION UNDER EQUITABLE PRINCIPLES

14. As discussed by the Appeals Court, interim U&O relief derives from the Housing Court's equitable authority. See *Davis v. Comerford*, 483 Mass. 164, 177-178 (2019).

15. The December 4, 2025 interim U&O structure functioned as continuing interim equitable relief intended to preserve an interim occupancy-related status quo pending adjudication of disputed possession and occupancy issues.

16. The February 17, 2026 Order further imposed sanctions, including striking Defendant's jury demand, in connection with continuing enforcement of that interim equitable structure.

17. Subsequent findings and procedural developments have now materially altered the underlying equitable and procedural posture, including:

- a. formal findings of no lease and no tenancy relationship;
- b. findings that the possession claim in this summary process action is moot;
- c. transfer and fragmentation of remaining claims into the civil docket;
- d. administrative closure of the Summary Process proceeding; and
- e. the evolution of related injunction proceedings concerning occupancy, exclusion, and possession-related relief.

18. Because interim U&O relief functioned as continuing equitable relief intended to preserve an interim occupancy-related status quo pending adjudication of disputed possession and occupancy issues, subsequent findings materially altering the existence of any tenancy relationship and declaring the possession claim moot materially affect the continuing equitable basis originally supporting maintenance of that interim structure.
19. This motion is not directed to the correctness of the original December 4, 2025 ruling at the time entered. Rather, Defendant seeks reassessment of whether substantial subsequent developments materially altered the continuing equitable basis for maintaining that interim structure thereafter.
20. Defendant does not seek to relitigate prior jurisdictional arguments previously rejected by the Court and discussed by the Appeals Court. Rather, Defendant seeks modification or dissolution of continuing interim equitable relief in light of substantial post-order developments and materially changed circumstances arising after entry of the original interim U&O order.
21. Under the framework discussed by the Appeals Court, these subsequent developments constitute newly supported matters materially different from the repetitive reconsideration arguments addressed in the May 11, 2026 dismissal order.
22. Accordingly, continued enforcement of the interim U&O structure, related payment obligations, continuing enforcement mechanisms, and sanctions tied thereto now require reassessment under equitable principles.

WHEREFORE, Defendant respectfully requests that this Court:

A. Modify or dissolve the continuing interim use-and-occupancy relief established by the December 4, 2025 Order in light of materially changed circumstances arising after the Court's April 15 and May 5, 2026 Orders;

B. Modify or dissolve any continuing payment obligations, enforcement mechanisms, or sanctions arising from the December 4, 2025 and February 17, 2026 Orders to the extent such obligations continue operating following the Court's subsequent findings and transfer orders;

C. Vacate sanctions tied to continuing enforcement of the interim equitable structure, including the February 17, 2026 jury-strike order;

D. Restore Defendant's jury demand;

E. Clarify any remaining equitable or procedural basis, if any, supporting continued interim relief following the Court's April 15, 2026 Findings and subsequent transfer and procedural developments; and

F. Grant such further relief as justice may require.

Respectfully submitted,

Danny Abouelkhier

Defendant, Pro Se

550 Liberty Street, Unit 905

Braintree, MA 02184

Email: danytaw@yahoo.com

Dated: May 12, 2026

/s/ **Dany Abouelkhier**

Dany Abouelkhier (Pro Se)

CERTIFICATE OF SERVICE

I hereby certify that on May 12, 2026 a copy of the foregoing was served electronically on all counsel of record.

Lisa M. Gouveia, Esq. (*Counsel for Plaintiff Lenox Farms Limited Partnership*)
Email: lgouveia@slglegalgroup.com

Grant B. Hecht, Esq. (*counsel for Mohamed Kassem*)
gbh@granthechtlaw.com

Respectfully submitted,

Dany Abouelkhier
550 Liberty street unit 905
Braintree, MA, 02184
(617) 909-7799
danytaw@yahoo.com

/s/ Dany Abouelkhier
Dany Abouelkhier (Pro Se)