

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS:

HOUSING COURT DEPARTMENT
METRO-SOUTH DIVISION
DOCKET NO. **24H82SP03575**

LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff

VS.

MOHAMED KASSEM AND DANNY ABOULEKHIER,
Defendants

FINDINGS AND ORDER

PROCEDURAL HISTORY¹

1. On December 23, 2024, the Plaintiff, Lenox Farms Limited Partnership (“Plaintiff”), commenced this summary process (eviction) action against the Defendants, Mohamed Kassem (“MK”) and Danny Aboulekhir (“DA”) (collectively referred to as the “Defendants”), seeking possession of the subject residential premises located at 550 Liberty Street, apartment 905, in Braintree, MA 02184 (“premises” or “apartment 905”) and money damages for use and occupancy.
2. The Complaint alleges that the Defendants failed to vacate the premises after being served with a notice terminating their tenancy for violating their lease agreement – to wit:

¹ For a more detailed procedural history of this case, see this Court’s February 17, 2026 Order allowing Plaintiff’s motion to enforce the Court’s December 4, 2026 use and occupancy order and strike the Defendant Danny Aboulekhir’s jury demand pursuant to the *Davis v. Comeford* standard. On February 25, 2026, the Defendant Danny Aboulekhir filed a Notice of Appeal from the Court’s February 17th Order.

allowing an unauthorized individual known as Sandra Frommer (“SF”) to reside at the premises. The Complaint also seeks unpaid use and occupancy after the Complaint was filed.

3. MK filed an Answer alleging that he never entered into a tenancy with the Plaintiff for the premises, he never signed a lease and never agreed to a tenancy. MK’s Answer does not seek a jury trial. Furthermore, he asserts that he never occupied or even entered the premises in any capacity and that he never received a notice to quit.
4. DA filed an Answer asserting the following defenses and counterclaims against the Plaintiff: (1) procedural defects; (2) breach of the implied warranty of habitability; (3) retaliatory eviction; (4) bad faith conduct; (5) violation of G.L. c. 93A; (6) harassment and emotional distress; and (7) constructive eviction.
5. DA’s Answer asserts the following cross-claims against MK: (1) fraud and misrepresentation (MK knowingly misrepresented his role in the lease, falsely claimed he had no involvement and authorized SF to occupy the premises and forwarded the lease to her); (2) breach of lease (forcing DA to cover lease obligations) and seeking reimbursement for all rent payments since October; (3) violation of G.L. c. 93A (deliberate refusal to fulfill lease obligations and misrepresentations); (4) tortious interference with contractual relations; (5) bad faith and malicious conduct; (6) unjust enrichments; (7) intentional infliction of emotional distress; and (8) civil conspiracy with Plaintiff.
6. On June 9, 2025, pursuant to G.L. c. 239, sec. 8A, the Court allowed Plaintiff’s motion to strike DA’s conditions-based counterclaims and related defenses (without prejudice) as no opposition was filed.

SF's Motion to Intervene

7. SF filed a motion to intervene in this action.
8. The Plaintiff opposed SF's motion to intervene asserting that she is not a tenant or authorized occupant of the premises.
9. After hearing on July 18, 2025, the Court denied SF's motion finding that SF failed to provide any evidence of a tenancy with the Plaintiff including the lack of a signed lease, evidence of rent payment and/or written communications from the Plaintiff demonstrating a tenancy agreement or authority to reside at the premises.

The October 29, 2025 Testimony of DA²

10. On October 29, 2025, during a hearing in this matter, DA testified that he never signed a lease, he was not planning to pay any rent, and any rent he paid he paid on behalf of SF on not for himself.
11. During the hearing, DA testified that he is not a tenant and he never considered himself a tenant.
12. Furthermore, DA testified that he is staying with SF as her "guest."

Plaintiff's January 16, 2026 civil action against DA

13. Following DA's October 29, 2025 testimony that he is he never signed a lease, he was not planning to pay any rent, any rent he paid he paid on behalf of SF on not for himself, he is not a tenant, he never considered himself a tenant, and he is staying with SF as her "guest, on January 16, 2026, the Plaintiff commenced a civil action against DA. See, *Metro South Civil Action Number 26H82CV00011*.

² Following DA's October 29, 2025 testimony, Plaintiff commenced a civil action against DA seeking, among other things, injunctive relief, alleging that he occupies the premises without any tenancy with the Plaintiff and without the consent or authority of the Plaintiff.

14. The Complaint alleges that as of January 2026, there was an outstanding balance of use and occupancy due in the instant summary process action of \$72,048.00. *Id.*
15. The Plaintiff's Verified Complaint and Application for Preliminary and Permanent Injunction ("Complaint"), alleges that pursuant to Court's prior finding that SF is not a tenant or authorized occupant of the premises and DA testimony that he is not a tenant but a "guest" of SF, SF does not have the legal authority to grant DA any tenancy rights. *Id.*
16. The Complaint seeks a preliminary and permanent injunction against DA prohibiting him from entering, residing, and/or remaining at the premises.
- The Court's February 17, 2026 Use and Occupancy Order
17. On February 17, 2026, the Court allowed Plaintiff's motion to enforce this Court's December 4th use and occupancy order and strike the DA's jury demand ("February 17th Order").
- The April 6, 2026 Hearing
18. Pursuant to the Court's February 17th Order striking DA's jury demand, on April 6, 2026, this matter was before the Court for summary process bench trial with counsel for the Plaintiff, Plaintiff's representative, counsel for MK, MK and DA, without counsel present.
19. Prior to the trial, the Court held a hearing on the Plaintiff's motion seeking an order finding that MK and DA are not tenants at the premises, are not parties to any lease with the Plaintiff and they do not reside at the premises as tenants of the Plaintiff. Plaintiff also seeks dismissal of DA's counterclaims against it.

DA's Affidavit in Opposition

20. Prior to the April 6, 2026 hearing, DA submitted an Affidavit in opposition to Plaintiff's motion in limine ("*DA Affidavit*").
21. DA's Affidavit states "under the pains and penalties of perjury" that he "never signed any lease with Plaintiff and have never entered into any written or oral agreement with Plaintiff to rent the premises." See, *DA Affidavit, para. 2*.
22. Furthermore, DA's Affidavit states that he was never "screened or added to the lease as a tenant by Plaintiff" and that he "did not have any direct contractual relationship or privity with Plaintiff at any time." *Id. at para. 3-4*.
23. DA's Affidavit states that he "never agreed to pay rent or use and occupancy to Plaintiff and Plaintiff has never obtained my agreement to assume such obligation" and that "any account or ledger maintained by Plaintiff is not in my name and reflects charges associated with another individual's tenancy." *Id. para. 7*.

DA's Testimony During the April 6th Hearing

24. Consistent with his prior testimony and Affidavit, during the hearing, DA testified that he is not a tenant of the Plaintiff and he is not a party to a lease with the Plaintiff.
25. DA also testified that he does not reside at the premises but is a "guest" from time to time.

MK's testimony During the April 6th Hearing

26. MK testified at the hearing that he is not a tenant of the Plaintiff, is not a party to a lease with the Plaintiff and he does not reside at the premises.
27. MK does not oppose Plaintiff's motion.

28. After hearing, the Court finds and rules as follows:

FINDINGS AND RULINGS

29. Based upon the foregoing and the undisputed testimony of the parties, the Court finds and rules that the Defendants are not parties to any lease with the Plaintiff relative to the premises.

30. Based upon the foregoing and the undisputed testimony of the parties, the Court finds and rules that the Defendants do not have any tenancy with the Plaintiff relative to the premises.

31. Based upon the foregoing and the undisputed testimony of the parties, the Court finds and rules that the Defendants do not have a superior right to possession of the premises.

32. Based upon the foregoing and the undisputed testimony of the parties, the Court finds and rules that the Defendants do not reside at the premises with the authority and/or consent of the Plaintiff.

33. Based upon the foregoing and the undisputed testimony of the parties, the Court finds and rules that Plaintiff's claim for possession in this summary process action based upon a claim that the Defendants are tenants under a lease is moot.

34. Based upon the foregoing and in particular: (a) DA's affidavit and testimony asserting that he resides at the premises as a guest of SF (who the Court has previously found has no right to possession of the premises either as a tenant, lessee or otherwise) and (b) the Court's findings herein, the Plaintiff is free to pursue its rights, remedies and claims in its previously filed civil action (*Metro South Civil Action Number 26H82CV00011*) seeking preliminary and permanent injunctive relief on the grounds that SF is not a tenant or

authorized occupant of the premises and SF does not have the legal authority to grant DA any tenancy rights.

ORDER

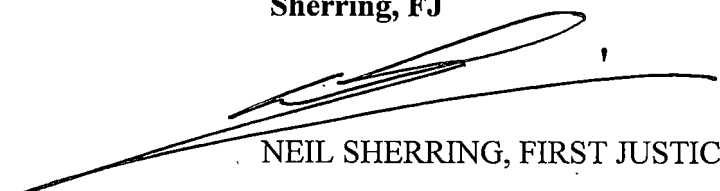
For the foregoing reasons, findings and rulings, the Court hereby ORDERS as follows:

1. The Plaintiff's claim for unpaid use and occupancy shall be transferred to the civil docket.
2. The Defendant, Danny Abouelkhier's remaining defenses and counterclaims against the Plaintiff set forth in his Answer and pursuant to this Court's June 9, 2025 Order, shall be transferred to the civil docket.
3. The Defendant, Danny Abouelkhier's cross-claims against the Co-Defendant, Mohamed Kassem shall be transferred to the civil docket.
4. The Clerk's Office shall schedule a case management conference following the transfer of claims to the civil docket with notice to all parties.
5. The Plaintiff is free to pursue its previously filed civil action (*Metro South Civil Action Number 26H82CV00011*) seeking preliminary and permanent injunctive relief on the grounds that SF is not a tenant or authorized occupant of the premises and SF does not have the legal authority to grant DA any tenancy rights.

SO ORDERED.

Sherring, FJ

April 15, 2026



NEIL SHERRING, FIRST JUSTICE

cc. Lisa Gouveia, Esq.
Grant B. Hecht, Esq.
Danny Aboulekhier