

**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.

NOTICE OF MATERIAL RECORD CONFLICTS
REQUIRING FINDINGS BEFORE RULING
(Filed Prior to Issuance of Findings)

Defendant Danny Abouelkhier files this Notice because the record now contains direct, outcome-determinative conflicts concerning tenant identity, authorization of occupancy, and responsibility for any lease-based monetary obligation. These conflicts must be resolved before any findings regarding possession or liability may enter.

1. SWORN TESTIMONY OF MOHAMED KASSEM

At the bench trial, Mohamed Kassem testified under oath that he had no knowledge of Unit 905.

**2. PLAINTIFF'S DOCUMENTARY RECORD TYING MOHAMED KASSEM TO
UNIT 905**

That testimony cannot be reconciled with Plaintiff's own record, including:

- lease and addenda for Unit 905 in Mohamed Kassem's name (See Exhibit);

- a resident ledger maintained in the name of “Kassem, Mohamed (Unit 905)”

(See Exhibit);

- Plaintiff counsel’s January 10, 2025 written statement that Mohamed Kassem leased the apartment, knowingly placed others there, and sought to terminate his lease

(See Exhibit;

- communications and access records (including SmartRent credentials and entry codes) tying Mohamed Kassem to the leasing, approval, and entry process for Unit 905 (See Exhibit); and

- application/processing communications with Plaintiff’s agents regarding Unit 905 (See Exhibit).

These materials establish knowledge, access, and involvement with Unit 905 by Mohamed Kassem.

3. PLAINTIFF’S ADMISSIONS REGARDING ARRANGEMENT AND INTERMEDIARY ROLE

The record further reflects Plaintiff’s admissions on April 6 bench trial that:

- there existed an arrangement between Mohamed Kassem and Sandra Frommer relating to the occupancy and use of Unit 905; and
- Sandra Frommer was authorized by Mohamed Kassem to act as an intermediary between the landlord and Mohamed Kassem in connection with the unit (as acknowledged in proceedings concerning her intervention).

These admissions confirm that Sandra Frommer’s presence and role were known and connected to the leaseholder.

4. PLAINTIFF'S COURSE OF DEALING WITH SANDRA FROMMER (PRE- AND POST-FILING)

Plaintiff's theory of possession depends on Sandra Frommer as an "unauthorized occupant." Yet Plaintiff's own communications show the opposite:

- Immediately before filing (December 16, 2024), Plaintiff communicated with Sandra Frommer as an identified occupant/resident, including "Dear Resident" and notice/entry communications (See Exhibit).
- After filing and during the pendency of this action, Plaintiff continued to:
- address Sandra Frommer directly;
- refer to the premises as "your home" and "your unit";
- coordinate maintenance, vendor entry, and access through her (See Exhibit).

This demonstrates actual knowledge of, and operational reliance on, Sandra Frommer as the occupant and point of contact.

5. SWORN POSITION OF PLAINTIFF'S AGENT (ERIKA MERRITT) AND CONTRADICTION

Plaintiff's agent, Erika Merritt, has taken the position under oath that Plaintiff lacked knowledge of Sandra Frommer as an occupant.

That position cannot be reconciled with Plaintiff's own communications described above, which:

- are directed to Sandra Frommer as the resident/occupant;
- coordinate access, repairs, and entry through her; and
- refer to the premises as "your home" and "your unit."

Accordingly, Plaintiff's sworn position through its agent and Plaintiff's own documentary communications are in direct conflict (See Exhibit).

6. DIRECT AND IRRECONCILABLE CONFLICTS

The record now contains multiple irreconcilable conflicts:

- Mohamed Kassem's testimony (no knowledge) vs. Plaintiff's lease, ledger, counsel letter, application, access records, face recognition application tying him to Unit 905 and written communication by plaintiff's agent (Mykye Morice) stating that Mohamed Kassem authorized applying for a new Unit 905 (See Exhibit);
- Plaintiff's assertion that Sandra Frommer is an unauthorized occupant vs. Plaintiff's admissions of an arrangement/intermediary role and its continuous treatment of her as the occupant (See Exhibit);
- Plaintiff's sworn position (via Erika Merritt) disclaiming knowledge of Sandra Frommer vs. Plaintiff's own communications evidencing such knowledge (See Exhibit).

These positions cannot all be true.

7. MATERIALITY TO POSSESSION AND LIABILITY

These conflicts are material to:

- the identity of the lawful tenant;
- the party responsible for rent and use and occupancy;
- the validity of the asserted "unauthorized occupant" predicate; and
- the factual basis for any judgment of possession.

8. LIMITATION ON ENTRY OF JUDGMENT WITHOUT RESOLUTION OF CONFLICTS

Because Plaintiff's claims for possession and monetary relief depend on these

determinations, the Court cannot enter judgment:

- for possession; or
- imposing or reallocating use and occupancy liability

without first resolving:

- the contradiction between Mohamed Kassem's sworn testimony and Plaintiff's

documentary record (See Exhibit); and

- the contradiction between Plaintiff's unauthorized-occupant theory and its own admissions and course of conduct recognizing Sandra Frommer as the occupant (See Exhibit).

Any ruling that grants possession or assigns liability without addressing these conflicts would rest on unresolved and internally inconsistent factual premises.

9. REQUIRED FINDINGS TRIGGER

Before entering any judgment for possession or imposing any lease-based monetary liability, the Court must make explicit findings identifying:

- the lawful tenant of Unit 905;
- the party responsible for rent and use and occupancy;
- whether Mohamed Kassem's testimony is credited or rejected in light of

Plaintiff's documentary record (See Exhibit); and

- whether Plaintiff's sworn position and conduct regarding Sandra Frommer are consistent with its asserted unauthorized-occupant theory (See Exhibit).

13. NECESSARY IMPLICATION OF THE RECORD CONFLICTS

The conflicts identified above are not merely differences in characterization—they

are mutually exclusive factual positions presented under oath and through Plaintiff's own documentary record.

Accordingly, the Court cannot resolve this matter without determining whether:

- Mohamed Kassem's sworn testimony is accurate, **or**
- Plaintiff's lease, ledger, counsel representations, and access records are accurate; and
- whether Plaintiff's sworn position through its agent regarding lack of knowledge of Sandra Frommer is accurate, **or**
- whether Plaintiff's own communications and course of dealing reflecting direct knowledge and recognition of her occupancy are accurate.

Both sets of positions cannot simultaneously be true.

These determinations are necessary predicate findings to any judgment affecting possession or liability.

14. LIMIT ON ENTRY OF POSSESSION WITHOUT RESOLUTION OF TENANT IDENTITY AND LIABILITY

In a summary process action, possession cannot be determined in the abstract or separated from the identity of the tenant and the party responsible under the lease.

Here, Plaintiff's theory depends on:

- the existence of a lease for Unit 905;
- the identity of the tenant under that lease; and
- the alleged presence of an "unauthorized occupant" as the basis for possession.

Those issues are inseparable.

The Court cannot:

- grant possession based on an “unauthorized occupant” theory, while
- deferring or shifting determination of the actual leaseholder and responsible

party to a separate proceeding.

Doing so would permit possession to be awarded without resolving:

- who holds the lease;
- who authorized occupancy; and
- who bears responsibility for rent or use and occupancy.

Because Plaintiff’s own record ties Mohamed Kassem to the lease and to authorization of occupancy, any judgment for possession necessarily depends on resolving his role and credibility within this action.

A ruling that grants possession while leaving those determinations unresolved or shifting them to a separate injunction proceeding, would rest on incomplete and internally inconsistent factual findings.

15. RISK OF INCONSISTENT AND LEGALLY DEFECTIVE OUTCOMES

Permitting possession to enter in this action while deferring or reallocating liability in a separate proceeding would create a substantial risk of inconsistent adjudications, including:

- a finding of unauthorized occupancy here, while
- a finding of authorized occupancy or leaseholder responsibility elsewhere.

Such a result would undermine the factual and legal basis of both proceedings and would prevent meaningful appellate review.

16. ADDITIONAL RECORD EVIDENCE CONFIRMING PAYMENT, ACCESS, AND RECOGNIZED OCCUPANCY

The existing conflicts in the record are further reinforced by Plaintiff's own communications and transactional history, which establish a consistent pattern of payment acceptance, access authorization, and recognized occupancy tied to Sandra Frommer.

(a) Initial Payment and Acceptance by Plaintiff

The record reflects that:

- the initial payment required to secure access to Unit 905 was not made by Defendant Danny Abouelkhier;
- Mohamed Kassem has testified under oath that he did not make any such payment;
- the payment was instead made by Sandra Frommer by bank check, delivered in person to Plaintiff's office, with a tenant present as a witness.

That payment was:

- accepted, deposited, and retained by Plaintiff through its agent, Mykey Morice, on the first day of the lease; and
- not returned or reimbursed.

Following that payment, Plaintiff:

- issued SmartRent access credentials associated with Unit 905; and
- provided physical keys and operational access to Sandra Frommer and Mohamed Kassem

Accordingly, the record reflects that Plaintiff accepted and acted upon payment made by Sandra Frommer in connection with the unit.

(b) Payment Coordination and Financial Dealings with Sandra Frommer

The record further reflects that:

- Plaintiff's agents communicated directly with Sandra Frommer regarding rent payment methods, including ACH/e-check setup and related payment logistics (See Exhibit);
- Sandra Frommer coordinated payment-related communications and interactions with Plaintiff's management.

These communications demonstrate that Plaintiff recognized and relied upon Sandra Frommer in connection with payment administration, inconsistent with any claim that she was unknown or unauthorized.

(c) Grant and Continuation of Access to Unit 905

The record reflects that Plaintiff:

- provided SmartRent access credentials and entry authorization tied to Unit 905 (See Exhibit);
- issued access in a manner that included and operated through Sandra Frommer's email/account; and
- maintained that access over time without revocation.

Access to the unit was therefore not limited to Mohamed Kassem, but extended to and functionally operated through Sandra Frommer.

(d) Ongoing Operational Control and Unit Management

The record reflects that Plaintiff communicated directly with Sandra Frommer regarding:

- maintenance coordination;
- vendor access scheduling;
- utilities and account setup (including National Grid); and
- unit readiness and occupancy logistics (See Exhibit).

These communications occurred over an extended period and demonstrate that Plaintiff treated Sandra Frommer as the acting resident and operational point of contact for Unit 905.

(e) Continued Recognition of Occupancy and Tenant Placement

The record further reflects that Sandra Frommer:

- referred prospective tenants to Plaintiff;
- brought tenants to reside in Lenox community both prior to and during the pendency of this action; and
- that Plaintiff, through its agent Erika Merritt, accepted and processed those referrals, with such individuals continuing to reside in the building.

This conduct further demonstrates Plaintiff's recognition of Sandra Frommer as an authorized and engaged participant in occupancy and tenancy-related matters.

(f) Duration of Recognized Occupancy

The record reflects that Sandra Frommer maintained continuous operational access, involvement, and recognized occupancy of Unit 905 for an extended period (approximately 20 months) without interruption by Plaintiff.

This course of dealing is incompatible with Plaintiff's current position that she was an "unauthorized occupant."

To avoid that outcome, the Court must resolve the identity of the tenant, the authorization of occupancy, and the allocation of responsibility within this action before entering any judgment affecting possession.

17. ADDITIONAL MATERIAL CONFLICTS ARISING FROM PAYMENT AND ACCESS EVIDENCE

These facts create additional irreconcilable conflicts:

- Plaintiff's acceptance of payment from Sandra Frommer vs. its claim that she had no authorized status;
- Plaintiff's reliance on Sandra Frommer for payment coordination and operational matters vs. its claim of lack of knowledge;
- the notice of late payment was sent to Mohamed Kassem and Sandra Frommer; in no time it was requested to Danny Abouelkhier;
- Plaintiff's course of dealing recognizing Sandra Frommer vs. its litigation position excluding her.

18. FURTHER IMPACT ON LIABILITY AND POSSESSION DETERMINATIONS

These additional conflicts directly affect:

- the allocation of use and occupancy liability;
- the credibility and viability of Plaintiff's unauthorized-occupant theory;
- the factual basis for any claim that Defendant Abouelkhier bears responsibility for payment obligations; and

- the integrity of any judgment for possession premised on an unresolved or misidentified tenant or occupant.

See Affidavit of Sandra Frommer ¶¶ 5–12, 14–16, and 21–27, which provide sworn testimony establishing that Plaintiff accepted payment from, granted access to, and repeatedly recognized Sandra Frommer as the occupant of Unit 905. These facts bear directly on the Court’s required findings regarding tenant identity, authorization of occupancy, and allocation of liability.

Respectfully submitted,

Danny Abouelkhier

Defendant, Pro Se

550 Liberty Street, Unit 905

Braintree, MA 02184

Email: danytaw@yahoo.com

Dated: April 6, 2026

/s/ Dany Abouelkhier
Dany Abouelkhier (Pro Se)

CERTIFICATE OF SERVICE

I hereby certify that on April 6, 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
danytaaw@yahoo.com

/s/ Dany Abouelkhier
Dany Abouelkhier (Pro Se)