



Scolnick Lavery & Gouveia LLP

March 30, 2026

Clerk – Summary Process
Metro South Housing Court
35 Shawmut Road
Canton, MA 02021

VIA EFILE

RE: Lenox Farms Limited Partnership
v.
Kassem, et al.
Docket No: 24SP3575

Dear Sir/Madam:

With respect to the above-referenced matter, enclosed please find Plaintiff's Motion to Amend its Complaint to reflect and include the current use and occupancy balance that has accrued on the Defendants' account.

Kindly file and docket same.

Thank you for your attention to this matter.

Very truly yours,
SCOLNICK, LAVERTY & GOUVEIA, LLP

/s/ Lisa M. Gouveia
Lisa M. Gouveia, Esq.

Enclosure

cc: Lenox Farms
Grant B. Hecht, Esq. *(via email and first-class mail)*
Danny Abouelkhier *(via email and first-class mail)*

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Braintree, MA 02184
(781) 843-7700

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss:

HOUSING COURT DEPARTMENT
METRO-SOUTH DIVISION
SUMMARY PROCESS
DOCKET NO. 24H82SP003575

LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff,

v.

MOHAMED KASSEM
AND DANNY ABOUELKHIER,
Defendants

**PLAINTIFF'S MOTION TO AMEND THEIR SUMMARY PROCESS SUMMONS AND
COMPLAINT TO INCLUDE USE AND OCCUPANCY THAT HAS ACCRUED SINCE
THE COMMENCEMENT OF THIS ACTION**

Now come the Plaintiff in the above-captioned matter and hereby moves this Honorable Court pursuant to Rule 15(a) of the Massachusetts Rules of Civil Procedure to allow the Plaintiff to amend its Summary Process Summons and Complaint, to reflect and include the current use and occupancy balance that has accrued on the Defendants' account in the amount of \$81,152.00 through March 31, 2026.

As grounds for this motion, the Plaintiff states that this action was commenced as a for cause eviction. Additionally, in its summary process summons and complaint, the Plaintiff reserved its right to collect "any monies that become due and owing during the pendency of this action" in two separate locations on the summons and complaint. The Defendant stopped paying the monthly use and occupancy each month as it became due. See resident ledger attached hereto as Exhibit A. The Plaintiff would be prejudiced should this Court not allow its motion to amend its complaint to include the use and occupancy that has accrued since the commencement of this action. This matter was brought as a for cause eviction and there is no basis, legal or otherwise for the Defendant to stop paying the monthly use and occupancy. For the same reasons above, the Plaintiff further requests that, in the event the Defendant fails to pay the use and occupancy for April 2026 in the amount of \$4,552.00, that this amount also be included in Plaintiff's complaint which would result in a total

amount due of 85,704.00

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court allow its motion to amend its Summary Process Summons and Complaint, to reflect and include the current use and occupancy balance that has accrued on the Defendant's account since the commencement of this action as indicated above.

Plaintiff,
By its attorney,

/s/ Lisa M. Gouveia

Date: 3/30/26

Lisa M. Gouveia, Esq. (BBO: 658954)
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CERTIFICATE OF SERVICE

I, Lisa M. Gouveia, Attorney for the Plaintiff do hereby certify that I have on this day sent a copy of the above-referenced Motion, via email and first-class mail, to the Defendant, Mohamed Kassem's counsel, Grant B. Hecht, Esq., gbh@granthechtlaw.com, and to Danny Abouelkhier, danytaw@yahoo.com, along with a copy of the letter sent to the Clerk of this Court.

/s/ Lisa M. Gouveia

Date: 3/30/26

Lisa M. Gouveia, Esq.

EXHIBIT A

Lenox Farms
Kassem, Mohamed (Unit 905)
Resident ledger - as of Property date: 03/29/2026

Unit	Date	Period	Ctrl#	Code	Description	Doc#	Charges	Credits	Balance
905	03/03/2026	032026		LATEFEE	Late Charges - February 2026		\$455.20		\$99409.76
905	03/01/2026	032026		RENT	Rent		\$4552.00		\$98954.56
905	03/01/2026	032026		LIABILITY INS	Liability Insurance		\$14.00		\$94402.56
905	03/01/2026	032026		MTOM	Month To Month Fee		\$1500.00		\$94388.56
905	03/01/2026	032026		MWBD	Water Charge 01/01/2026-01/31/2026 1070625601	10017999111	\$128.01		\$92888.56
905	02/19/2026	022026		ATTY	Attorney's Fees - 84912		\$387.50		\$92760.55
905	02/19/2026	022026		ATTY	Attorney's Fees - 84968		\$1240.00		\$92373.05
905	02/02/2026	022026		LATEFEE	Late Charges - Kassem		\$455.20		\$91133.05
905	02/01/2026	022026		RENT	Rent		\$4552.00		\$90677.85
905	02/01/2026	022026		LIABILITY INS	Liability Insurance		\$14.00		\$86125.85
905	02/01/2026	022026		MTOM	Month To Month Fee		\$1500.00		\$86111.85
905	02/01/2026	022026		MWBD	Water Charge 12/01/2025-12/31/2025 1070625601	10014954861	\$126.98		\$84611.85
905	01/22/2026	012026		ATTY	Attorney's Fees - 83538		\$193.75		\$84484.87
905	01/01/2026	012026		RENT	Rent		\$4552.00		\$84291.12
905	01/01/2026	012026		LIABILITY INS	Liability Insurance		\$14.00		\$79739.12
905	01/01/2026	012026		MTOM	Month To Month Fee		\$1500.00		\$79725.12
905	01/01/2026	012026		MWBD	Water Charge 11/01/2025-11/30/2025 1070625601	10011853811	\$82.02		\$78225.12
905	12/31/2025	012026		LATEFEE	Late Charges		\$455.20		\$78143.10
905	12/15/2025	122025		RENT	Rent		\$2496.26		\$77687.90
905	12/15/2025	122025		LIABILITY INS	Liability Insurance		\$14.00		\$75191.64
905	12/15/2025	122025		MTOM	Month To Month Fee		\$822.58		\$75177.64
905	12/01/2025	122025		LATEFEE	Late Charges - November 2025		\$455.20		\$74355.06
905	12/01/2025	122025		RENT	Rent		\$2055.74		\$73899.86
905	12/01/2025	122025		LIABILITY INS	Liability Insurance		\$10.00		\$71844.12
905	12/01/2025	122025		MWBD	Water Charge 10/01/2025-10/31/2025 1070625601	10009460591	\$63.22		\$71834.12
905	11/01/2025	112025		RENT	Rent		\$4552.00		\$71770.90
905	11/01/2025	112025		LIABILITY INS	Liability Insurance		\$10.00		\$67218.90
905	11/01/2025	112025		MWBD	Water Charge 09/01/2025-09/30/2025 1070625601	10006600281	\$18.79		\$67208.90
905	10/31/2025	112025		LATEFEE	Late Charges		\$455.20		\$67190.11
905	10/01/2025	102025		LATEFEE	Late Charges - Kassem		\$455.20		\$66734.91
905	10/01/2025	102025		RENT	Rent		\$4552.00		\$66279.71
905	10/01/2025	102025		LIABILITY INS	Liability Insurance		\$10.00		\$61727.71
905	10/01/2025	102025		MWBD	Water Charge 08/01/2025-08/31/2025 1070625601	10003487271	\$97.79		\$61717.71
905	09/01/2025	092025		RENT	Rent		\$4552.00		\$61619.92
905	09/01/2025	092025		LIABILITY INS	Liability Insurance		\$10.00		\$57067.92
905	09/01/2025	092025		MWBD	Water Charge 07/01/2025-	10000949181	\$99.98		\$57057.92
Balance									\$99,409.76

Unit	Date	Period	Ctrl#	Code	Description	Doc#	Charges	Credits	Balance
					07/31/2025				
					1070625601				
905	08/31/2025	092025		LATEFEE	Late Charges		\$455.20		\$56957.94
905	08/01/2025	082025		RENT	Rent		\$4552.00		\$56502.74
905	08/01/2025	082025		LIABILITY INS	Liability Insurance		\$10.00		\$51950.74
					Water Charge				
905	08/01/2025	082025		MWBD	06/01/2025-06/30/2025	9997949791	\$100.51		\$51940.74
					1070625601				
905	07/31/2025	082025		LATEFEE	Late Charges		\$455.20		\$51840.23
905	07/02/2025	072025		LATEFEE	Late Charges - Kassem		\$455.20		\$51385.03
905	07/01/2025	072025		RENT	Rent		\$4552.00		\$50929.83
905	07/01/2025	072025		LIABILITY INS	Liability Insurance		\$10.00		\$46377.83
					Water Charge				
905	07/01/2025	072025		MWBD	05/01/2025-05/31/2025	9995016741	\$109.29		\$46367.83
					1070625601				
905	06/01/2025	062025		RENT	Rent		\$4552.00		\$46258.54
905	06/01/2025	062025		LIABILITY INS	Liability Insurance		\$10.00		\$41706.54
					Water Charge				
905	06/01/2025	062025		MWBD	04/01/2025-04/30/2025	9992222931	\$106.30		\$41696.54
					1070625601				
905	05/31/2025	062025		LATEFEE	Late Charges		\$455.20		\$41590.24
905	05/01/2025	052025		LATEFEE	Late Charges - April 2025		\$455.20		\$41135.04
905	05/01/2025	052025		RENT	Rent		\$4552.00		\$40679.84
905	05/01/2025	052025		LIABILITY INS	Liability Insurance		\$10.00		\$36127.84
					Water Charge				
905	05/01/2025	052025		MWBD	03/01/2025-03/31/2025	9988931831	\$115.24		\$36117.84
					1070625601				
905	04/14/2025	042025		ATTY	Attorney's Fees - Kassem		\$193.75		\$36002.60
905	04/14/2025	042025		ATTY	Attorney's Fees - Kassem		\$930.00		\$35808.85
905	04/01/2025	042025		RENT	Rent		\$4552.00		\$34878.85
905	04/01/2025	042025		LIABILITY INS	Liability Insurance		\$10.00		\$30326.85
					Water Charge				
905	04/01/2025	042025		MWBD	02/01/2025-02/28/2025	9986394011	\$57.36		\$30316.85
					1070625601				
905	03/31/2025	042025		LATEFEE	Late Charges		\$455.20		\$30259.49
905	03/02/2025	032025		LATEFEE	Late Charges - February 2025 Rent		\$455.20		\$29804.29
905	03/01/2025	032025		RENT	Rent		\$4552.00		\$29349.09
905	03/01/2025	032025		LIABILITY INS	Liability Insurance		\$10.00		\$24797.09
					Water Charge				
905	03/01/2025	032025		MWBD	01/01/2025-01/31/2025	9983189441	\$80.35		\$24787.09
					1070625601				
905	02/17/2025	022025		ATTY	Attorney's Fees - Kassem		\$155.00		\$24706.74
905	02/17/2025	022025		ATTY	Attorney's Fees - Kassem		\$310.00		\$24551.74
905	02/01/2025	022025		RENT	Rent		\$4552.00		\$24241.74
905	02/01/2025	022025		LIABILITY INS	Liability Insurance		\$10.00		\$19689.74
					Water Charge				
905	02/01/2025	022025		MWBD	12/01/2024-12/31/2024	9979505261	\$104.66		\$19679.74
					1070625601				
905	01/31/2025	022025		LATEFEE	Late Charges		\$455.20		\$19575.08
905	01/14/2025	012025		ATTY	Court Entry Fee		\$162.00		\$19119.88
905	01/01/2025	012025		RENT	Rent		\$4552.00		\$18957.88
							Balance		\$99,409.76

Unit	Date	Period	Ctrl#	Code	Description	Doc#	Charges	Credits	Balance
905	01/01/2025	012025		LIABILITY INS	Liability Insurance		\$10.00		\$14405.88
905	01/01/2025	012025		MWBD	Water Charge 11/01/2024- 11/30/2024 1070625601	9977024671	\$91.27		\$14395.88
905	12/31/2024	012025		LATEFEE	Late Charges		\$455.20		\$14304.61
905	12/01/2024	122024		LATEFEE	Late Charges - Kassem		\$455.20		\$13849.41
905	12/01/2024	122024		RENT	Rent		\$4552.00		\$13394.21
905	12/01/2024	122024		LIABILITY INS	Liability Insurance		\$10.00		\$8842.21
905	12/01/2024	122024		MWBD	Water Charge 10/01/2024- 10/31/2024 1070625601	9973734091	\$51.38		\$8832.21
905	11/01/2024	112024		RENT	Rent		\$4552.00		\$8780.83
905	11/01/2024	112024		LIABILITY INS	Liability Insurance		\$10.00		\$4228.83
905	11/01/2024	112024		MWBD	Water Charge 09/01/2024- 09/30/2024 1070625601	9971695882	\$1.48		\$4218.83
905	11/01/2024	112024		ELEC	Electricity Charge 09/01/2024- 09/30/2024 1070625601	9971695881	\$64.75		\$4217.35
905	10/31/2024	112024		LATEFEE	Late Charges		\$376.60		\$4152.60
905	10/02/2024	102024	412 PMTOPACH		WelcomeHome ACH payment – Mohamed Kassem	HH5V1MGRA04		\$786.00	\$3776.00
905	10/01/2024	102024		RENT	Rent		\$4552.00		\$4562.00
905	10/01/2024	102024		LIABILITY INS	Liability Insurance		\$10.00		\$10.00
905	09/23/2024	092024	445 PMTOPCARD		WelcomeHome card payment – Mohamed Kassem	237J9MGRZZ1		\$10.00	\$0.00
905	09/07/2024	092024		RENT	Rent		\$3641.60		\$10.00
905	09/07/2024	092024		LIABILITY INS	Liability Insurance		\$10.00		\$-3631.60
905	09/07/2024	092024	422 PMTOPIRD		Check Scan - Mohamed Kassem	4657003124		\$3641.60	\$-3641.60
								Balance	\$99,409.76