

**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 NOTICE OF MATERIAL RECORD
CONDITIONS, CROSS-DOCKET DEPENDENCY, UNRESOLVED LIABILITY
FRAMEWORK, AND INTERLOCUTORY POSTURE**

I. PURPOSE AND POSTURE

Defendant Danny Abouelkhier submits this Notice to identify material conditions reflected in the record of this action and related proceedings that bear on the structure, scope, and legal sufficiency of any final determination.

This Notice is submitted in a **threshold posture**, prior to the entry of any final ruling, amendment of pleadings, or limitation of defenses. It does not seek relief. It is submitted to ensure that the record accurately reflects the conditions under which any determination would be made.

This Notice is based solely on materials reflected in the docket and record of this action and related proceedings.

II. SCOPE OF THE ACTION AT COMMENCEMENT

This action was commenced as:

Residential – Cause Other Than Nonpayment of Rent

The initiating pleading:

does not state a sum certain,

does not include an account annexed, and

identifies a specific factual predicate as the basis for termination.

The initiating pleading does not reflect notice of a defined monetary claim against Defendant Abouelkhier at commencement.

Accordingly, the action was not commenced as a defined monetary recovery proceeding.

III. IDENTIFIED FACTUAL PREDICATE

The Notice to Quit and Complaint identify the basis for termination as:

the alleged presence of “an unauthorized individual, specifically Sandra Frommer.”

This is the sole articulated ground for termination in the initiating documents.

IV. AFFIDAVIT RECORD AND CONTEMPORANEOUS MATERIALS

The record reflects reliance on the Affidavit of Erika Merritt to characterize occupancy as unauthorized.

The record also reflects contemporaneous materials indicating that:

communications during August–September 2024 requested identifying information from Sandra Frommer for purposes of lease inclusion,

a September 2024 bank check provided by Sandra Frommer for initial occupancy was accepted and deposited by Plaintiff, and

subsequent communications addressed Sandra Frommer in connection with the premises, referring to the unit as “your home.”

The record further reflects that such communications and interactions between Plaintiff’s management and Sandra Frommer were not isolated, but occurred on a **regular and ongoing basis, including weekly coordination, during the period immediately preceding the commencement of this action**, including repeated coordination concerning access, maintenance, and conditions at the premises.

These materials relate to the same time period addressed in the affidavit, and the record reflects that these interactions occurred during the same timeframe in which occupancy is characterized differently in the affidavit and in the initiating pleadings.

V. RECORD REGARDING BASIS FOR MONETARY RELIEF

The record reflects that Plaintiff seeks monetary relief premised on a lease associated with Mohamed Kassem.

The trial record further reflects testimony by Mohamed Kassem disclaiming knowledge of the premises.

The record further reflects that the ledger underlying Plaintiff’s claim includes monthly **“Month-to-Month Premium” charges of \$1,500.00.**

The record does not reflect whether the asserted monetary relief is pursued under a contractual theory, an equitable use and occupancy theory, or another basis, nor does it identify how such theory applies to a defined party within this action.

VI. ABSENCE OF IDENTIFIED OBLIGOR FOR MONETARY LIABILITY

The record reflects that Plaintiff seeks monetary relief, including use and occupancy, arising from the subject premises.

The record further reflects that:

the asserted lease is not attributed to Defendant Abouelkhier,

Defendant Abouelkhier has been determined not to be a tenant, and

the factual predicate underlying the action involves an individual not joined as a party to this action.

The record does not identify a single, consistent legal basis establishing which party within this action is subject to the monetary liability sought.

No adjudication within this action resolves:

whether liability arises from contract,

whether it arises from occupancy, or

which party, if any, is the proper obligor under the asserted theory.

VII. CONDITIONS OF THE PREMISES

The record includes municipal inspection materials, including **Braintree Board of Health Emergency Orders issued in December 2024, May 12, 2025, and May 21, 2025**, documenting conditions affecting habitability during the period for which use and occupancy is asserted.

The record further reflects that such conditions were the subject of ongoing communications between Plaintiff's management and occupants during the same period for which use and occupancy is asserted.

The record does not reflect how those conditions are incorporated into the asserted basis or calculation of monetary relief.

VIII. STATUS DETERMINATIONS WITHIN THIS ACTION

The Court's findings reflect that:

no tenancy exists, and

the possession claim has been deemed moot.

These determinations appear in the record of this action.

IX. CROSS-DOCKET FACTUAL OVERLAP

The record reflects that issues concerning occupancy, communications, and conditions at the premises have been addressed in separate proceedings involving overlapping facts.

These include a parallel Superior Court action (**Sandra Frommer v. UDR, Inc. et al.**) in which Plaintiff and Erika Merritt have appeared and filed responsive pleadings addressing the same underlying circumstances.

X. CROSS-DOCKET DEPENDENCY OF FINDINGS AND RELIEF

The record reflects that findings issued in this action and related proceedings are referenced and relied upon across separate dockets.

The record further reflects that:

determinations regarding occupancy and status are made in one proceeding,

monetary claims are pursued in this action, and

references to balances arising in this action appear in related proceedings.

The record does not reflect a single adjudication within this action that connects these findings to a unified and consistent basis for liability and relief.

XI. RESULTING RECORD CONDITIONS

Taken together, the record reflects:

differing characterizations of the same factual predicate,

a monetary theory derived from a lease relationship not attributed to Defendant Abouelkhier, findings distributed across multiple proceedings, and no unified adjudication connecting those elements within this action.

XII. INTERLOCUTORY POSTURE OF THE RECORD

The record reflects that this action remains procedurally active and has not reached a unified final determination.

XII-A. INTERLOCUTORY EFFECT AND SCOPE OF PRIOR ORDERS

The record reflects that orders issued on or about February 17, 2026 addressed matters including use and occupancy and the scope of trial proceedings.

The record further reflects that such orders were issued prior to a unified final adjudication of all claims within this action and prior to a single, consistent determination of party status and liability.

Subsequent developments reflected in the record include:

the characterization of the possession claim as moot,

the pursuit and expansion of monetary claims, and

the transfer of certain claims and defenses to a separate civil docket.

The record does not reflect a single, unified framework within this action reconciling:

the effect of prior orders on the scope of trial and fact-finding,

the basis for asserted monetary liability, and

the distribution of claims and findings across proceedings.

Accordingly, the record reflects that determinations affecting the course of the action have been made in advance of a consolidated resolution of the underlying issues of occupancy, party status, and liability.

XIII. EFFECT ON SCOPE OF ADJUDICATION

The record, as it presently exists:

does not reflect a single, unified framework resolving occupancy, party status, and liability,

does not identify a consistent legal basis for attributing monetary liability to any specific party within this action,

does not reflect how the determination of possession is connected to the asserted monetary liability, and

does not constitute a self-contained record resolving all elements necessary for a final determination.

The record does not reflect that the issues identified herein have been resolved within a single, unified adjudication establishing a consistent legal framework for liability within this action.

Nothing in this Notice is intended to limit the Court's authority to adjudicate possession or equitable use and occupancy within the scope permitted under **G.L. c. 239.**

XIV. CONSOLIDATED RECORD SUMMARY

The record reflects:

a cause-based eviction theory premised on a specific individual's presence, contemporaneous conduct reflecting regular engagement with that same occupancy,

monetary claims derived from a lease relationship not attributed to Defendant Abouelkhier, testimony disclaiming that lease relationship, municipal findings affecting habitability during the relevant period, and factual and legal determinations distributed across multiple proceedings. The record does not reflect a unified adjudication within this action connecting occupancy, party status, and monetary liability under a single consistent framework.

XV. CLARIFICATION PRIOR TO FINAL DETERMINATION

In light of the record conditions identified above, any final determination would require reconciliation of:

occupancy characterization,
the legal basis for monetary relief,
the identification of the proper obligor, and
the relationship between findings across proceedings.

The record does not presently reflect a unified framework resolving these issues.

XVI. PRESERVATION OF RIGHTS AND RECORD CLARIFICATION

This Notice is submitted without waiver of any rights, including all appellate rights, and without conceding that any prior rulings have resolved the issues identified herein.

The record further reflects that many of the materials and conditions referenced in this Notice have previously been presented to the Court. This Notice is submitted to ensure that such conditions are reflected in a consolidated and coherent manner prior to any final determination.

XVII. FINAL STATEMENT

This Notice is submitted so that the above record conditions are reflected prior to the entry of any final determination.

Respectfully submitted,

Danny Abouelkhier

Defendant, Pro Se

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Dated: April 27, 2026

/s/ Dany Abouelkhier

Dany Abouelkhier (Pro Se)

CERTIFICATE OF SERVICE

I hereby certify that on April 27, 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*)
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Respectfully submitted,

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