

**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.

AFFIDAVIT OF DANNY ABOUELKHIER

I, Danny Abouelkhier, under the pains and penalties of perjury, state as follows:

1. I am a Defendant in the above-captioned matter and submit this affidavit based on my personal knowledge.
2. I have never signed any lease with Plaintiff and have never entered into any written or oral agreement with Plaintiff concerning the premises at issue.
3. I was never screened, added to any lease as a tenant.
4. I have never been listed as a tenant, co-tenant, or authorized occupant on any lease or tenancy record maintained by Plaintiff.
5. I have never had any contractual relationship or privity with Plaintiff.

6. Plaintiff's communications regarding the lease, tenancy obligations, rent, and management of the premises were directed to Mohamed Kassem and/or Sandra Frommer, and not to me as a tenant or contracting party.

7. I have never agreed, orally or in writing, to pay rent or use and occupancy to Plaintiff, and no such obligation was ever communicated to me as a condition of any tenancy.

8. Any payment I made in connection with the premises was made voluntarily and on behalf of another individual, and not pursuant to any obligation owed by me to Plaintiff.

9. I have never assumed, and have never agreed to assume, any lease obligations from Mohamed Kassem or any other individual.

10. To my knowledge, any account, ledger, or balance maintained by Plaintiff is not in my name and reflects charges associated with another individual's tenancy.

11. I have not received any rent demand, or other formal notice from Plaintiff directed to me establishing any tenancy or monetary obligation.

12. In a separate injunction proceeding involving the same premises, Plaintiff has asserted that I am not a tenant and has characterized me as a "guest."

13. Based on that position, Plaintiff has previously sought to deny me rights associated with tenancy.

14. Plaintiff is now attempting in this action to impose monetary liability and obtain execution against me despite previously asserting that I am not a tenant.

15. I have asserted my right to a jury trial in this matter and do not consent to a waiver of that right.

16. The Court's February 17, 2026 order affecting my jury demand and imposing sanctions related to use and occupancy is currently on appeal.

17. I have not undertaken, and do not have, any legal obligation to pay rent or use and occupancy to Plaintiff.

18. I submit this affidavit to state the facts concerning my lack of tenancy, lack of agreement, and lack of obligation to Plaintiff.

I declare under the pains and penalties of perjury that the foregoing is true and correct.

Dated: April 06, 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*)
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Respectfully submitted,

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/s/ Dany Abouelkhier
Dany Abouelkhier (Pro Se)