

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

**ORDER ON DANNY ABOULEKHIER'S MOTION TO STAY THE COURT'S
FEBRUARY 17, 2026 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”)² 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.

² SF filed a motion to intervene in this action, Plaintiff opposed SF’s motion asserting that she is not a tenant or authorized occupant of the premises, and 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.

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 by DA ("June 9, 2025 Order of Dismissal").
7. 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. During the hearing, DA testified that he is not a tenant and he never considered himself a tenant. Furthermore, DA testified that he is staying with SF as her "guest."³
8. Following a *Davis v. Comeford* use and occupancy hearing, on December 4, 2025, the Court allowed Plaintiff's motion seeking use and occupancy pending disposition by jury ("December 4, 2025 U&O Order").
9. The Court's December 4, 2025 U&O Order required Defendants to pay Plaintiff use and occupancy at the rate of \$4,552.00 per month, which the Court found to be the fair use and occupancy value of the premises, and Plaintiff was to hold said payments in escrow.
10. The Court's December 4, 2025 U&O Order also states that if the Defendants fail to pay any of the required use and occupancy payments, then the Plaintiff may move for sanctions including the striking of DA's jury demand.⁴
11. On February 12, 2026, the Court held a hearing on Plaintiff's motion seeking to strike DA's jury demand based on his failure to comply with the Court's December 4, 2025 U&O Order.

³ 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.

⁴ MK did not seek a jury demand.

12. 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 17, 2026 Order").

13. This matter was before the Court on April 6, 2026 for hearing on DA's motion to stay the Court's February 17, 2026 Order with counsel for the Plaintiff, Plaintiff's representative, counsel for MK, MK and DA, without counsel present.

14. As of the date of this order, DA has filed approximately 55 motions in this case.

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

The Court's February 17, 2026 Order sets forth in detail the facts and law supporting the following Court Order:

The Court's December 4th use and occupancy order is clear and unequivocal in notifying DA that if the Defendants fail to make any one (1) of the required \$4,552.00 monthly payments for the use and occupancy of the premises as set forth in its December 4th use and occupancy Order, then upon motion with written notice to the Defendants, the Plaintiff may move for sanctions, which may include the striking of Defendant, Danny Aboulekhier's jury demand. There is no dispute and DA acknowledges that DA has failed to make any of the required \$4,552.00 use and occupancy payments pursuant to the Court's Order. Accordingly and for the foregoing reasons, the Plaintiff's Motion is **ALLOWED**. See, February 17, 2026 Order.

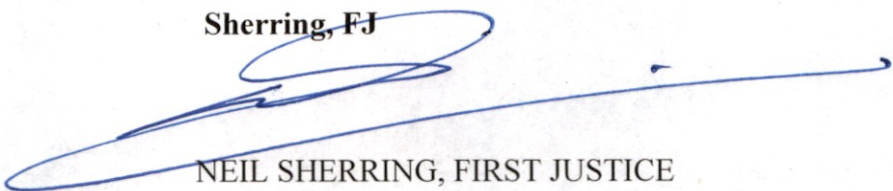
DA has failed to demonstrated a likelihood of success on the merits of his appeal of the Court's February 17, 2026 Order. His motion sets forth the same arguments he raised during the hearing, however, he does not dispute that he has not paid any of the required \$4,552.00 use and occupancy payments. In balancing the harm to both sides, the Court finds that the unpaid rent balance at the time of the hearing exceeded \$80,000.00 and it continues to grow as DA continues to reside at the premises without paying any money for use and occupancy resulting in the harm to the Plaintiff substantially outweighing harm to DA.

For the forgoing reasons, DA's motion is DENIED.

SO ORDERED.

Sherring, FJ

April 17, 2026


NEIL SHERRING, FIRST JUSTICE

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