

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS:

HOUSING COURT DEPARTMENT
METRO-SOUTH DIVISION
DOCKET NO. 26H82CV00011

LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff

VS.

DANY ABOULEKHIER,¹
Defendant

FINDINGS AND ORDER

Plaintiff's summary process action - Docket Number 24H82SP003575

1. On December 23, 2024, the Plaintiff, Lenox Farms Limited Partnership ("Plaintiff"), filed a summary process eviction action against the Defendant, Danny Abouelkhier² ("Defendant"), 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 nonpayment of use and occupancy. See, *Metro South Housing Court Docket Number 24H82SP003575*.
2. With over 200 docket entries in the summary process case, the Defendant filed several motions resulting in a delay of the proceedings.³ *Id.* This tactic not only strains this

¹ Also known as "Danny Abouelkhier"

² Along with the co-defendant, Mohamed Kassem

³ Counsel for the Co-Defendant has submitted a copy of the Norfolk County Superior Court docket in the case captioned "*Dany Abouelkhier, et al. vs Marina Bay Residences, LLC et al.*" Norfolk County Superior Court Docket No. 2582CV00364 that contains the following findings of the Court (Connolly J.) dated November 19, 2025: "....As a result of the cascade of papers from the non-parties, the parties, and frankly the court, have dedicated resources that could be put to more productive use than addressing the frivolous, repetitive and non-meritorious submissions from the non-parties. It has become a hinderance, and frequent distraction to the court's ability to deliver a high quality of justice with all deliberate speed in these cases. The Court finds that the contents, volume, and timing of Dany Abouelkier and Sandra Fernandez's filings lack any meritorious legal or factual substance. Even after being denied by this Court and the Massachusetts Court of Appeals, any relief that would offer them the right to participate as parties in either civil actions nos. 2182CV01044 or 238CV0389, Dany Abouelkier and Sandra Fernandez have engaged in a campaign of harassment by their attempts to paper these case to a slow, grinding halt. Their attempted filings are like sand in the gears that threaten to bring justice in these matters to a halt...."

Court's resources, but it is also contrary to judicial economy, and is against the legislative and public policy designed to secure the "just, speedy and inexpensive" resolution of summary process cases. See, Uniform Summary Process Rule 1.⁴ This tactic also causes the Plaintiff financial harm as the unpaid use and occupancy balance continues to grow well in excess of \$90,000.00.

3. During the summary process Court proceedings, the Defendant has emphatically testified that he is not a tenant of the subject residential premises, he is not party to any lease with the Plaintiff, and he has not paid any rent to the Plaintiff. *Id.*
4. Despite taking the position he occupies the premises as a "guest" of an unauthorized occupant with no right to possession, the Defendant refuses to vacate the premises or pay the Plaintiff any monies towards his use and occupancy. *Id.*
5. After hearing, on April 15, 2026, the Court found and ruled that based upon the undisputed testimony of the Defendant and his affidavit submitted to the Court, the Defendant is not a party to any lease with the Plaintiff relative to the premises, the Defendant does not have any tenancy with the Plaintiff, the Defendant does not have a superior right to possession of the premises, and the Defendant does not reside at the premises with the authority and/or consent of the Plaintiff (hereinafter referred to as the Court's April 15, 2026 Order"). *Id.*; See, *this Court's April 15, 2026 Order*.

⁴ Summary process proceedings, which move faster than most other types of civil actions, "are governed by a distinct set of rules: the Uniform Summary Process Rules." *Bank of Am., N.A. v. Rosa*, 466 Mass. 613, 624 (2013). These rules cover the basic procedural steps in summary process actions. *Adjartey v. Cent. Div. of the Hous. Court Department*, 481 Mass. 830, 835-836 (2019); *Rule 1 & commentary of the Uniform Summary Process Rules (1980)*. A judge presiding over a summary process case must construe and apply the Uniform Summary Process Rules in a manner that will "secure the just, speedy, and inexpensive" resolution of the case. *USPR 1*. A judge's inherent authority includes the power "to do what is necessary to achieve the orderly and expeditious disposition of cases" (quotation and citation omitted). *Morse v. Ortiz-Vazquez*, 99 Mass. App. Ct. 474 (2021) citing to *CMJ Mgt. Co. v. Wilkerson*, 91 Mass. App. Ct. 276 (2017).

6. Based upon the foregoing, the Court further found and ruled that Plaintiff's initial claim for possession in the summary process action based on the Defendant being a tenant under a lease was moot, and accordingly transferred the Plaintiff's claim for unpaid use and occupancy and the Defendant's remaining defenses, counterclaims and cross-claims to the civil docket. *Id.*
7. Finally, the Court ruled that the Plaintiff is free to pursue this civil action (*Metro South Civil Action Number 26H82CV00011*) seeking preliminary and permanent injunctive relief on the grounds that the Defendant does not have any legal right to possession of the premises. *Id.*
8. This matter was before the Court on Monday, June 1, 2026, for hearing on the Plaintiff's application for preliminary injunction seeking an order that the Defendant vacate the premises. The Defendant did not appear or file any written opposition, however, on May 29, 2026 (the Friday before the hearing), the Defendant filed a motion to continue.
9. After hearing, the Court finds and rules as follows:

The Defendant's motion to continue

10. A judge's inherent authority includes the power "to do what is necessary to achieve the orderly and expeditious disposition of cases" (quotation and citation omitted). *Morse v. Ortiz-Vazquez*, 99 Mass. App. Ct. 474 (2021) citing to *CMJ Mgt. Co. v. Wilkerson*, 91 Mass. App. Ct. 276 (2017).
11. On the eve of the hearing, the Defendant filed an emergency motion to continue and reschedule the hearing on Plaintiff's motion for preliminary injunction ("Defendant's motion"). The Plaintiff opposed Defendant's motion.

12. The Defendant's motion alleges that he is seeking a continuance because he is "presently away due to the death of a close family member," "he is attending to family obligations and travel arising from that loss" and on that basis, he is unable to appear for the scheduled hearing.
13. The Defendant's motion lacks important details such as: (a) the location of where he is "away," (b) the name of the "close family member" who passed away; (c) the nature of his familial relationship with the person who passed away; (d) the nature of the "family obligations" arising from the loss; and (e) the specifics related to his "travel arising from the loss" including where he traveled to, when he traveled, and the reason for his travel. Furthermore, the Defendant's motion does not contain any supporting documentation.
14. Based upon the above deficiencies contained in the Defendant's motion, the Defendant's last-minute filing of his motion, the procedural history of *Metro South Housing Court Docket Number 24H82SP003575*, the Court's April 15, 2026 Order, and the rising unpaid use and occupancy balance of \$94,808.00 at the date of the hearing, in order to achieve the orderly and expeditious disposition of this matter, the Defendant's motion is DENIED.⁵

The Plaintiff's application for preliminary injunction

15. The Court takes judicial notice of its findings and rulings set forth in the Court's April 15, 2026 Order.
16. Upon review of the allegations of the Verified Complaint, this Court's findings set forth in the April 15, 2026 Order, and the Defendant's written opposition to the Plaintiff's application, the Court finds that the Defendant is not a party to any lease with the

⁵ The Defendant's motion to dismiss, objection to consolidate, request for security, and request for stay are denied for failure to prosecute.

Plaintiff relative to the premises, the Defendant does not have any tenancy with the Plaintiff, the Defendant does not have a superior right to possession of the premises, and the Defendant does not reside at the premises with the authority and/or consent of the Plaintiff.

17. Based upon the facts, as determined above, the Court makes the following rulings of law:

18. In order to prevail on its application for preliminary injunction, the moving party bears the burden of showing: a likelihood of success on the merits; that moving party will suffer irreparable harm if the injunctive relief sought is not granted; and that moving party's harm, without the injunction, outweighs any harm to the opposing party. *Boston Police Patrolmen's Ass'n v. Police Dept. of Boston*, 446 Mass. 46, 49–50 (2006); *Packing Indus. Group, Inc. v. Cheney*, 380 Mass. 609, 617 (1980).⁶ Further, if applicable, the risk of harm to the public interest must be considered. *Commonwealth v. MassCRINC*, 392 Mass. 79, 87 (1984).

19. As to likelihood of success on the merits, in this case, the Court finds and rules that based upon the Court's April 15, 2025 Order and the allegations of the Verified Complaint, the Defendant occupies the premises without the authority or consent of the Plaintiff, no tenancy exists between the parties as acknowledged by Defendant, and the Plaintiff has a superior right to possession of the premises.

⁶ “[W]hen asked to grant a preliminary injunction, the judge initially evaluates in combination the moving party's claim of injury and chance of success on the merits. If the judge is convinced that failure to issue the injunction would subject the moving party to a substantial risk of irreparable harm, the judge must then balance this risk against any similar risk of irreparable harm which granting the injunction would create for the opposing party. What matters as to each party is not the raw amount of irreparable harm the party might conceivably suffer, but rather the risk of such harm in light of the party's chance of success on the merits. Only where the balance between these risks cuts in favor of the moving party may a preliminary injunction properly issue.” 380 Mass. at 617 (footnote omitted).

20. The Court finds and rules that the Defendant has no legal authority or right to remain at the premises and Plaintiff has demonstrated a likelihood of success on the merits of its claim that it is entitled to possession of the premises. See, *M.L. v. Safe Passage*, dock. no. 22H79CV000466 Order (Hous. Ct., Western Div. Oct. 17, 2022), *appeal dismissed as moot*, dock. no. 2022-P-1152 (App. Ct. Oct. 21, 2024).
21. Furthermore, the Court finds and rules that the Defendant occupies the premises against the will of the Plaintiff without paying any monies for use and occupancy with a current outstanding unpaid use and occupancy amount of \$94,808.00.⁷
22. If the Plaintiff is likely to succeed on the merits, then examination of irreparable harm is warranted. *LeClair v. Town of Norwell*, 439 Mass. 328, 331–32 (1999). *Cheney* makes it clear that the *harm* at issue in the determination of irreparable harm is harm to the moving party that is not “raw harm,” as that term might be understood in the common parlance, but rather legal *injury*, a violation of a party’s legal rights.⁸ In this case, real estate is always considered unique in equity. See *Beacon Park Assocs. v. Corbett*, Order, Dock. No. 96-J-693, at 3–4 (Mass. App. Ct., Oct. 2, 1996) (Lawrence, J.) at 3–4 (citing *Pease v. Parsons*, 259 Mass. 86, 88 (1927)). Defendant’s continued detention of Plaintiff’s real estate interest in the premises without right is *ipso facto* irreparable harm to the Plaintiff.
23. Further, in balancing the harms of the parties, “the task for the motion judge is to balance the risk of irreparable harm to the plaintiff and defendant ‘in light of [each] party’s

⁷ On December 4, 2025, the Court in Metro South Summary Process Docket Number 24H82SP03575 issued a use and occupancy order finding that \$4,552.00 is a fair value for the use and occupancy of the premises.

⁸ “In the context of a preliminary injunction the only rights which may be irreparably lost are those not capable of vindication by a final judgment, rendered either at law or in equity. Irreparable harm is absent if trial on the merits can be conducted before the injury occurs.” 380 Mass. at 617, n. 11 (citation omitted).

chance of success on the merits’ at trial.” *Planned Parenthood League, Inc. v. Operation Rescue*, 406 Mass. 701, 710 (1990). *MassCRINC*, 392 Mass. at 87–88 (“An injunction may issue properly only if the judge concludes that the risk of irreparable harm to a plaintiff, in light of his chances of success on his claim, outweigh the defendant’s probable harm *and likelihood of prevailing on the merits of the case*.” (emphasis added)). As with the analysis of *irreparable harm* to the movant, *harm* in the context of the balance of harms analysis is not *harm* in the common parlance, in other words, something that might cause a party physical, mental, or financial damage. The interests to be balanced are the parties’ legal interests.

24. In this case, Defendant has no realistic likelihood of prevailing on any defense to Plaintiff’s action to regain occupation of the premises for Defendant’s unauthorized occupancy.
25. The Plaintiff suffers harm including severe financial harm including an unpaid rent balance of \$94,808.00 at the time of the hearing, and other litigation related costs as set forth in the Court’s April 15, 2026 Order.

ORDER

For the forgoing reasons, the Plaintiff’s application for preliminary injunction is ALLOWED.

The Defendant is hereby ORDERED to:

1. Immediately vacate the premises located at located at 550 Liberty Street, apartment 905, in Braintree, MA 02184 (“premises”);
2. Refrain from entering the premises located at located at 550 Liberty Street, apartment 905, in Braintree, MA 02184 (“premises”); and
3. Remove all personal property from the premises.

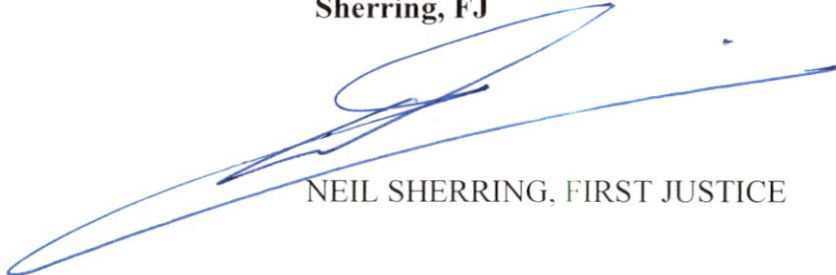
4. If the Defendant fails to abide by the terms of this Order within 10 days from the date of this Order, the Plaintiff may seek enforcement of this Order by seeking the entry of judgment for possession with Execution to issue thereafter pursuant to *Dacey v. Burgess*, 491 Mass. 311 (2023).

SO ORDERED.

Sherring, FJ

June 12, 2026

NEIL SHERRING, FIRST JUSTICE

A handwritten signature in blue ink, appearing to read 'Neil Sherring', is written over the printed name 'NEIL SHERRING, FIRST JUSTICE'.

cc. Lisa Gouveia, Esq.
Dany Aboulekhier