

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS:

HOUSING COURT DEPARTMENT  
METRO-SOUTH DIVISION  
DOCKET NO. **26H82CV00012**

**LENOX FARMS LIMITED PARTNERSHIP,**  
Plaintiff

VS.

**SANDRA FROMMER,**  
Defendant

**ORDER ON PLAINTIFF' APPLICATION FOR PRELIMINARY INJUNCTION AND  
DEFENDANT'S MOTION TO DISMISS/STAY OF ANY ORDER**

1. On January 16, 2026, the Plaintiff, Lenox Farms Limited Partnership ("Plaintiff"), commenced this civil action against the Defendant, Sandra Frommer ("SF"), alleging that SF occupies the subject residential premises located at 550 Liberty Street, apartment 905, in Braintree, MA 02184 ("premises" or "apartment 905") as an "unauthorized" individual at the premises.
2. The Verified Complaint includes an application for a preliminary injunction seeking an order that SF be enjoined from entering, residing, and/or remaining in apartment 905 and in and around the premises including common areas.
3. On March 2, 2026, SF filed her written opposition to Plaintiff's application for injunctive relief, a motion to dismiss the Verified Complaint based on a claim that this Court lacks subject matter jurisdiction and a motion to stay enforcement of any injunctive order.

4. This matter was before on March 2, 2026, for hearing on Plaintiff's application for preliminary injunction with the Plaintiff's attorney and SF, without an attorney, present.
5. After hearing, the Court finds and rules as follows:

Metro South Summary Process Docket Number 24H82SP03575

A brief recitation of the procedural background in Metro South Division summary process Docket Number 24H82SP03575 captioned *Lenox Farms Limited Partnership vs. Mohamed Kassem* ("MK") and *Danny Aboulekhier* ("DA") (hereinafter referred to as "24H82SP03575"), sheds light on this civil action before the Court.

6. On December 23, 2024, the Plaintiff commenced a summary process (eviction) action against MK and DA, seeking possession of the premises. See, 24H82SP03575.
7. The summary process Complaint alleges that the MK and DA failed to vacate the premises after being served with a notice terminating their tenancy for violating their lease agreement – to wit: allowing SF, who is an unauthorized individual, to reside at the premises. *Id.* The Complaint also seeks unpaid use and occupancy after the Complaint was filed. *Id.*
8. SF filed a motion to intervene in 24H82SP03575<sup>1</sup> 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. *Id.*
9. As of the date of the hearing, the Plaintiff's outstanding balance of unpaid use and occupancy due in 24H82SP03575 was \$72,048.00.

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<sup>1</sup> The Plaintiff opposed SF's motion arguing that SF is not a tenant or authorized occupant.

## DISCUSSION

### SF's Motion to Dismiss

The question of whether a Court has subject matter jurisdiction can be raised at any stage of the litigation. *Bergeron v. Bergeron*, 287 Mass 524 (1934); *Dennis v. Dennis*, 337 Mass. 1, 4 (1058). The Housing Court possesses jurisdiction, concurrent with the District and Superior Courts, in “all civil actions ... under ... [G.L. c. 239 and] jurisdiction under the provisions of common law and of equity and any other general or special law, ordinance, by-law, rule or regulation as is concerned directly or indirectly with the health, safety, or welfare, of any occupant of any place used, or intended for use, as a place of human habitation and the possession [thereof].” G.L. c. 185C, § 3, first par.<sup>2</sup>

SF's motion to dismiss argues that this Court lacks subject matter jurisdiction because the Plaintiff elected not to name SF as a party to its cause-based summary process action *24H82SP03575*, and instead filed this civil action. SF's jurisdictional argument lacks merit.

First, pursuant to G.L. c. 185C, sec. 3, this Court has jurisdiction to hear this case. Second, the Court takes judicial notice of its findings in *24H82SP03575* where SF filed a motion to intervene and the Plaintiff opposed asserting she is not a tenant or authorized occupant. After hearing, the Court denied SF's motion to intervene 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. Compare, *Newman v. Sussman*, 239 Mass. 283, 285 (1921); *Souza v. Becker*, 302 Mass. 28, 20

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<sup>2</sup> This quoted portion from G.L. c. 185C, § 3, is “broad enough to include the power to consider equitable defenses under G.L. c. 231, § 31, as a supplement to the jurisdiction of the Housing Court in all summary process actions in which a plaintiff seeks to evict someone from a place of habitation.” *Bank of America, N.A. v. Rosa*, 466 Mass. 613, 623 (2013).

(1938); *Serreze v. YWCA of Western Mass., Inc.*, 30 Mass. App. Ct. 639, 644 (1991) (a summary process action under G.L. c. 239, § 1, is not required to remove all licensees for hire. Civil equitable relief is often used to remove former licensees from property in those circumstances).

Based upon the forgoing reasons, SF's motion to dismiss is denied.

Plaintiff's motion for preliminary injunction

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).<sup>3</sup> Further, if applicable, the risk of harm to the public interest must be considered. *Commonwealth v. MassCRINC*, 392 Mass. 79, 87 (1984).

As to likelihood of success on the merits, in this case, the Court finds that based upon the undisputed record, SF does not occupy the premises as the Plaintiff's tenant. Furthermore, SF occupies the premises without the knowledge, consent, and authority of the Plaintiff. The only opposition SF presented to the Plaintiff's motion is that this Court does not have jurisdiction to hear this case. SF did not present any evidence of a tenancy such as a written lease, evidence of rent payment and/or written communications from the Plaintiff demonstrating a tenancy agreement. Additionally, the Court takes judicial notice of its findings in 24H82SP03575 where

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<sup>3</sup> "[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).

SF filed a motion to intervene and the Plaintiff opposed asserting she is not a tenant or authorized occupant. After hearing, the Court denied SF's motion to intervene 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. Compare, *Newman v. Sussman*, 239 Mass. 283, 285 (1921); *Souza v. Becker*, 302 Mass. 28, 20 (1938); *Serreze v. YWCA of Western Mass., Inc.*, 30 Mass. App. Ct. 639, 644 (1991) (a summary process action under G.L. c. 239, § 1, is not required to remove all licensees for hire. Civil equitable relief is often used to remove former licensees from property in those circumstances).

In this case, the Court finds Plaintiff has demonstrated a likelihood of success on the merits of its claim that SF has no right to possession of the premises, no tenancy relationship exists with the Plaintiff, the Plaintiff has not provided any authorization or otherwise to SF to allow her to reside at the premises, and Plaintiff has not accepted any monies from SF. *Id.*

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.<sup>4</sup> 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)). SF's continued detention of Plaintiff's real estate interest in the premises without right is *ipso facto*

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<sup>4</sup> “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).

irreparable harm to the Plaintiff.

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 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.

In this case, Defendant has been conclusively established to be occupying the premises with no right to possession and no tenancy relationship with the Plaintiff. The Plaintiff suffers harm including being prevented from placing eligible tenants in the premises that SF continues to wrongfully occupy without the consent or authority of the Plaintiff. To compound the harm to the Plaintiff, as of the date of the hearing, the Plaintiff’s outstanding balance of unpaid use and occupancy due in 24H82SP03575 was \$72,048.00.

Accordingly and for the foregoing reasons, the Plaintiff’s Motion is **ALLOWED**<sup>5</sup>.

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<sup>5</sup> SF provides no legal, equitable, or factual reason to stay this Order. Therefore, SF’s motion to stay this Order is DENIED.

## ORDER

For the reasons set forth above:

1. The Defendant's motion to dismiss is DENIED.
2. The Plaintiff's motion for preliminary injunction is ALLOWED as follows:

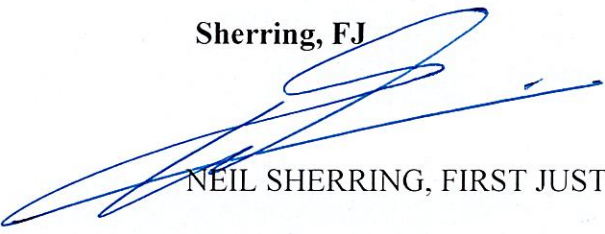
**The Defendant, Sandra Frommer, is hereby enjoined from entering, residing, and/or remaining on the premises located at 550 Liberty Street, Apartment 905, Braintree, MA 02184.**

3. The Defendant's motion to stay this Order is DENIED.

**SO ORDERED.**

**Sherring, FJ**

March 17, 2026

  
NEIL SHERRING, FIRST JUSTICE

cc. Lisa Gouveia, Esq.  
Sandra Frommer