

**COMMONWEALTH OF MASSACHUSETTS
HOUSING COURT DEPARTMENT
METRO SOUTH DIVISION**

NORFOLK, SS.

DOCKET No. 26H82CV00012

LENOX FARMS LIMITED PARTNERSHIP,

Plaintiff,

v.

SANDRA FROMMER,

Defendant.

AFFIDAVIT OF SANDRA FROMMER

I, Sandra Frommer, state under the pains and penalties of perjury as follows:

I. PERSONAL KNOWLEDGE

1. I am the Defendant in this matter. I submit this affidavit based on my personal knowledge in support of my Emergency Motion to Dismiss and to Vacate, Dissolve, or Modify the Preliminary Injunction.

2. I have direct, first-hand knowledge of the facts set forth below.

II. PAYMENT AND INITIAL OCCUPANCY

3. I directly dispute the Court's finding that I presented no evidence of payment or tenancy.

4. At the outset of my occupancy, I personally made payment associated with the Premises.

5. That payment was made by check.
6. I physically delivered that payment in person, and the delivery was witnessed by another individual who can testify to that fact, I deliver the check to Mikey Morris, management employee. Please see exhibits.
7. Following that payment, I was provided access to the Premises by or through management.
8. I personally obtained the keys and access credentials necessary to enter and occupy the unit, I continue as of today to have them.
9. I completed the move-in process required to obtain access to the building and the unit.

III. CONTINUED OCCUPANCY WITH MANAGEMENT KNOWLEDGE

10. I resided in the Premises continuously for an extended period of time.
11. My occupancy was open, known, and not concealed.
12. During that period, management communicated with me directly regarding matters relating to the Premises.
13. Those communications included issues of access, use of the unit, and matters involving the property, including stating "YOUR HOME " see exhibits
14. Management personnel, including maintenance staff, entered and interacted with me in the unit while I was residing there. Some became friends and interact outside work hours with me.
15. I was granted access to building amenities and facilities that require management authorization, constantly and with witnesses.

16. At no point during this extended period was I told that I was not authorized in amenities, in fact I see weekly and interact with employees, some reside in premises.

17. At no point was I treated as an unknown or unauthorized occupant prior to the issuance of the injunction.

IV. FACTUAL DISPUTE AS TO OCCUPANCY STATUS

18. Based on the above, I dispute the finding that I had no right to occupy the Premises.

19. My occupancy arose from payment, delivery of possession, and continued acceptance by management.

20. At minimum, these facts establish a disputed issue regarding my status that cannot be resolved without a proper due process.

V. SERVICE OF PROCESS DEFECTS

21. I was never served with a summons in this case.

22. I did not receive service from any sheriff, constable, or authorized process server.

23. I did not observe any officer effect service upon me.

24. Those documents were not left at my door.

25. Those documents were not handed to me.

26. I did not receive formal service of a summons commencing this action.

VI. IMMEDIATE AND IRREPARABLE HARM

27. I reside at the Premises with my minor child, for whom I am the primary caregiver.

28. My child's schooling is conducted remotely and depends on stable housing, electricity, and internet access.

29. I do not have alternative housing available.

30. Immediate enforcement of the injunction would result in displacement of both myself and my child.

31. That displacement would disrupt my child's education and create immediate and irreparable harm.

VII. DIRECT RESPONSE TO COURT FINDINGS

32. I specifically dispute the Court's finding that I presented no evidence of tenancy.

33. I specifically dispute the finding that I made no payments associated with the Premises.

34. I specifically dispute the characterization that I was merely a licensee or unauthorized occupant.

35. My occupancy was known to, accepted by, and facilitated by management over a sustained period of time.

IV. CONTROLLED ACCESS, DOCUMENTED USE, AND MANAGEMENT RECOGNITION

36. During my occupancy, the property maintained controlled access procedures for building amenities, including the swimming pool and gym.

37. Access to the pool required individuals to go to the management office, where staff would look up resident information before issuing pool access bracelets.

38. I personally went through this process with management and was issued pool access credentials, I have tenants as witness who are ready to testify the pick up of bracelets who were present with management office employee.

39. In addition to the bracelet requirement, access to the pool required daily sign-in at the entrance. A staff member was present, and individuals were required to provide their name and associated unit before being admitted.

40. My household had access to the pool daily during my occupancy and complied with the daily sign-in requirement each time.

41. My minor child accessed the pool and, on a daily basis, was required to write his name and the unit number as part of the entry process.

42. Management staff observed and accepted my child's repeated access and identification, and at no time treated him as an unauthorized person.

43. Management requested my child's identifying information, including his name, last name, and date of birth, for purposes of adding him to the lease in October 2026. See Exhibit.

44. The daily recording of my child's name and unit number, together with management's request to add him to the lease, reflects ongoing recognition of our occupancy.

45. In addition, my mother, Eva Frommer, was repeatedly granted access to the building's amenities, including the pool and gym.

46. My mother accessed these areas openly and with the knowledge of management staff who granted her access and she interacted directly with multiple members of management during her visits.

47. At no point was my mother denied access or treated as an unauthorized individual while entering the building or using its amenities. She is available to witness in her next trip to USA.

48. The access procedures for these amenities required active verification and approval by management staff and were not available to unknown or unauthorized persons. To enter the gym or managements you need access.

49. The repeated and documented use of controlled-access amenities by myself, my child, and my mother required ongoing recognition and authorization by management.

50. These facts are inconsistent with any claim that I was an unknown, incidental, or unauthorized occupant of the Premises.

VIII. CONCLUSION

51. The facts set forth above are true and based on my personal knowledge.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY

Date: March 23, 2026

/s/ Sandra Frommer

Sandra Frommer (Pro Se)

CERTIFICATE OF SERVICE

I hereby certify that on March 23rd, 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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/s/ Sandra Frommer
Sandra Frommer (Pro Se)