

COMMONWEALTH OF MASSACHUSETTS

TRIAL COURT - METRO SOUTH DIVISION

DOCKET NO. MD24-C3A0AD875A

LENOX FARMS LIMITED PARTNERSHIP, Plaintiff

v.

DANY ABOUELKHEIR and MOHAMED KASSEM, Defendants

**DEFENDANT DANY ABOUELKHEIR'S ANSWER TO COMPLAINT , COUNTERCLAIMS AND
CROSS CLAIMS**

**NOW COMES the Defendant and Counterclaim Plaintiff, Dany Abouelkheir, and
respectfully submits this Answer to the Complaint filed by Lenox Farms Limited
Partnership, along with Counterclaims and Cross-Claims against Lenox Farms Limited
Partnership and Mohamed Kassem, stating as follows:**

I. ANSWER TO ALLEGATIONS IN THE COMPLAINT

- 1. Paragraph 1:** Defendant admits residing at 550 Liberty Street, Unit 905, Braintree, Massachusetts, but denies that he is in breach of any lease terms.
- 2. Paragraph 2:** Defendant denies that he allowed an unauthorized person to occupy the premises. Defendant asserts that the Plaintiff and co-defendant Mohamed Kassem authorized Sandra Frommer's occupancy.
- 3. Paragraph 3:** Defendant denies that Plaintiff has followed proper legal procedures in bringing this eviction action.

4. **Paragraph 4:** Defendant lacks sufficient information to admit or deny Plaintiff's claim for unpaid rent or use and occupancy charges and, therefore, denies the allegations.

II. AFFIRMATIVE DEFENSES

1. **Procedural Defects:** The Plaintiff's eviction notice is defective for failing to name all lawful occupants, including Sandra Frommer and the minor child, and does not comply with Massachusetts General Laws Chapter 186, § 11A.
2. **Breach of Implied Warranty of Habitability:** Plaintiff failed to address critical habitability issues, including visible mold, a malfunctioning heating system, leaks, and a non-functional stove, which constitute a breach of the implied warranty of habitability.
3. **Retaliatory Eviction:** Plaintiff's eviction is in retaliation for lawful reporting of health and safety violations to the Braintree Health Department, violating Massachusetts General Laws Chapter 186, § 18.
4. **Bad Faith Conduct:** Plaintiff has acted in bad faith by issuing a no-trespass order against Sandra Frommer and initiating eviction proceedings without addressing the habitability concerns.
5. **Unfair and Deceptive Practices:** Plaintiff engaged in unfair and deceptive acts and practices in violation of Massachusetts General Laws Chapter 93A, §§ 2 and 9.

III. COUNTERCLAIMS AGAINST LENOX FARMS LIMITED PARTNERSHIP

COUNT I: Breach of Implied Warranty of Habitability (M.G.L. c. 239, § 8A)

1. Plaintiff failed to maintain the premises in a habitable condition, as evidenced by visible mold, leaks, inadequate heating, and a non-functional stove.

2. These conditions posed significant health and safety risks, particularly to Defendant's minor child, who suffers from mold allergies.

COUNT II: Retaliatory Eviction (M.G.L. c. 186, § 18)

1. Plaintiff initiated eviction proceedings and issued a no-trespass order in retaliation for Defendant's lawful complaints to the Braintree Health Department.
2. Defendant seeks compensatory and punitive damages for these retaliatory actions.

COUNT III: Violation of Chapter 93A (M.G.L. c. 93A, §§ 2, 9)

1. Plaintiff engaged in unfair and deceptive practices, including:
 - Failing to resolve habitability issues while charging full rent for an uninhabitable apartment.
 - Misleading Defendant and Sandra about lease amendments and access to maintenance resources.
 - Retaliating against Defendant for raising legitimate complaints.
2. These actions caused financial harm, emotional distress, and safety risks to Defendant and his family.
3. Defendant seeks triple damages, attorney's fees, and costs under M.G.L. c. 93A.

COUNT IV: Harassment and Emotional Distress

1. Plaintiff's actions, including the no-trespass order and retaliatory eviction, caused severe emotional harm to Defendant and his family.

COUNT V: Constructive Eviction

1. Plaintiff's failure to resolve critical maintenance issues and refusal to provide necessary keys and access effectively forced Defendant's family out of the unit.

IV. CROSS-CLAIMS AGAINST DEFENDANT MOHAMED KASSEM

COUNT I: Fraud and Misrepresentation

1. Mohamed Kassem knowingly misrepresented his role in the lease and falsely claimed he had no involvement.
2. Evidence shows that Kassem:
 - Signed the lease agreements.
 - Authorized Sandra's occupancy and forwarded lease documents to her.
3. Defendant seeks damages for the financial and emotional harm caused by Kassem's misrepresentations.

COUNT II: Breach of Lease Obligations

1. Kassem abandoned his obligations as the leaseholder, forcing Defendant to cover lease payments.
2. Defendant seeks reimbursement for all rent payments since October.

COUNT III: Violation of Chapter 93A (M.G.L. c. 93A, §§ 2, 9)

1. Kassem's deliberate refusal to fulfill lease obligations and his misrepresentations to this Court constitute unfair and deceptive practices.
2. Defendant seeks triple damages, attorney's fees, and costs under M.G.L. c. 93A.

COUNT IV: Tortious Interference with Contractual Relations

1. Kassem intentionally interfered with Defendant's ability to maintain his lease agreement with Lenox Farms by:

- Withholding rent payments he was obligated to make.
- Coordinating with Lenox Farms to create a hostile living situation.

COUNT V: Bad Faith and Malicious Conduct

1. Kassem acted in bad faith by deliberately withholding rent payments, knowing this would destabilize Defendant's housing situation.
2. Defendant seeks punitive damages for Kassem's willful and malicious actions.

COUNT VI: Unjust Enrichment

1. Kassem unjustly enriched himself by using the lease agreement to fulfill personal obligations while shifting financial and legal responsibility to Defendant.

COUNT VII: Intentional Infliction of Emotional Distress

1. Kassem's deliberate actions caused severe emotional distress to Defendant and his family by:
 - Creating financial instability through bad-faith conduct.
 - Facilitating unsafe and uninhabitable living conditions.
 - Orchestrating a retaliatory eviction to harm Defendant's family.

COUNT VIII: Civil Conspiracy with Lenox Farms

1. Kassem acted in concert with Lenox Farms to destabilize Defendant's housing and retaliate against him for filing legal action in Suffolk Superior Court regarding a business matter dispute.

V. RELIEF REQUESTED

WHEREFORE, Defendant and Counterclaim Plaintiff respectfully requests that this

Honorable Court:

1. Dismiss Plaintiff's Complaint with prejudice.
2. Award compensatory damages for financial losses, emotional distress, and increased utility expenses.
3. Award punitive damages for Defendants' willful and malicious conduct.
4. Award triple damages under Chapter 93A for unfair and deceptive practices.
5. Order Lenox Farms to cease retaliatory actions, add Sandra Frommer and Defendant's minor child to the lease, and resolve all outstanding habitability issues.
6. Add Defendant and Sandra Frommer as co-tenants and fulfill his lease payment obligations.
7. Enjoin Lenox Farms and Mohamed Kassem from further retaliatory or harassing actions.
8. Award attorney's fees and costs as allowed under M.G.L. c. 93A.
9. Grant any additional relief the Court deems just and proper.
10. **Defendant and Counterclaim Plaintiff demands a trial by jury on all issues so triable.**

Respectfully Submitted,

Dany Abouelkheir, Defendant and Counterclaim Plaintiff

By: Danny Abouelkhier

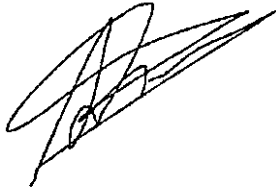
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Dated: 02/23/2024

A handwritten signature in black ink, appearing to be 'Danytaw', written over a horizontal line.