



3, 1996. There was a further report and recommendation of the Board dated February 3, 1997 respecting moving and storage costs of the appellant's furniture. That matter was not appealed to the Supreme Court and is, therefore, not properly before this Court.

Having considered the materials filed and the submissions made on behalf of the parties, we have concluded that there has been no error of law made by the Residential Tenancies Board or Justice Hamilton in concluding that the tenant had breached the lease agreement by failing to pay the rent on the first of each month.

The appeal is therefore dismissed without costs.

Roscoe, J.A.

Concurred in:

Bateman, J.A.

Flinn, J.A.