IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Mann v. Paras Fashions Ltd.,* 2026 BCSC 391

Date: 20260309
Docket: S253014
Registry: New Westminster

2026 BCSC 391 (CanLII)

Between:

Dilbaghjeet Kaur Mann

Petitioner

And

Paras Fashions Ltd.

Respondent

\- and -

Docket: S252630
Registry: New Westminster

Between:

Paras Fashions Ltd.

Petitioner

And

Dilbaghjeet Kaur Mann

Respondent

Before: The Honourable Justice Bantourakis

Reasons for Judgment

Counsel for D.K. Mann:	S. Osei
Counsel for Paras Fashions Ltd.:	S.K. Johal
Place and Date of Hearing:	New Westminster, B.C. January 15, 2026
Place and Date of Judgment:	New Westminster, B.C. March 9, 2026

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INTRODUCTION

[1] Dilbaghjeet Kaur Mann ("Ms. Mann") and Paras Fashions Ltd. ("Paras Fashions") are parties to a commercial lease agreement for retail space in a Surrey shopping center. Ms. Mann is the property owner and lessor and Paras Fashions is the tenant and lessee.

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[2] The parties disagree about whether their agreement includes a term permitting Ms. Mann to terminate the lease without cause, on reasonable notice. The written agreement allows Paras Fashions to do so but does not address whether Ms. Mann can. Though each of the parties has filed their own petition seeking a variety of orders, the core issue between them is whether a contractual term permitting Ms. Mann to terminate the lease without cause should be implied.

[3] Relying on the principle that commercial contracts should be construed in accordance with sound commercial principles and good business sense, Ms. Mann submits that it would be commercially unreasonable for her not to have termination rights equivalent to those given to Paras Fashions. She says that the caselaw on implying contractual terms, including the right to terminate on reasonable notice, supports the implication of a contractual term in her favour. Alternatively, Ms. Mann submits that the doctrine of *contra proferentem* applies so as to grant her the same termination rights as Paras Fashions.

[4] Paras Fashions, on the other hand, submits that Ms. Mann is simply seeking to rewrite an agreement she now regrets, particularly insofar as it permits Paras Fashions to renew the lease on what have turned out to be very favourable terms. Paras Fashions submits that the lease document the parties signed accurately reflects the terms of their agreement and that there is no basis in law or fact to imply a term as Ms. Mann requests.

[5] As I will explain, the outcome here depends primarily on whether implying a term permitting Ms. Mann to terminate the lease without cause is necessary to give business efficacy to the parties' agreement or, put otherwise, whether it is so obvious that it goes without saying.

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BACKGROUND

[6] Ms. Mann is a commercial landlord who, among other properties, owns unit 305 in the Payal Business Centre in Surrey, British Columbia, which is a retail unit (the “Unit”). Paras Fashions and its sister companies occupy certain other units within the Payal Business Centre, including one adjacent to the Unit. At the relevant time, Paras Fashions wanted to expand and the Unit’s previous tenant was leaving.

The Lease Agreement

[7] On December 31, 2018, Ms. Mann and Paras Fashions’ director, Mr. Paras Chawla, met at the Unit. They did not know each other but were introduced by the Unit’s then-tenant. Ms. Mann was accompanied by her husband, Mr. Mann, who has always helped her with her leases and acts as her authorized agent.

[8] While there, Ms. Mann and Mr. Chawla signed an agreement whereby Ms. Mann leased the Unit to Paras Fashions (the “Lease Agreement”). This was a one-page document, printed on Paras Fashions letterhead. It has some unusual features, including several typographical errors and reference to Paras Fashions renewing an existing lease with Ms. Mann, although there was no existing lease between the parties at that time. Though nothing turns on it in my view, those portions of the Lease Agreement that wrongly refer to the renewal of a pre-existing lease read as though they may have been copied from a precedent of some sort.

[9] In any event, the Lease Agreement contains ten numbered paragraphs. It stipulates at paragraphs one and three that it is for a five-year term commencing January 15, 2019, with monthly rent for the Unit of $3,500 for the first three years, and a 5% increase thereafter. In paragraph two, it accords Paras Fashions a renewal option for two successive five-year terms, each with a further 5% rent increase.

[10] Among other things, the Lease Agreement also provides at paragraph 10 that “Lease can be cancelled after giving 2 months notice to landlord without any penalty.” It is silent on any right of termination for the landlord.

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The December 31, 2018 Meeting

[11] Ms. Mann says that during the December 31, 2018 meeting at which the Lease Agreement was signed, she and Mr. Chawla discussed quite different terms. Specifically, she says that they discussed only one five-year renewal option, that the rent for the renewal would be at market rate, not a fixed percentage increase, and that either party could terminate the agreement without cause on 60 days notice.

[12] Ms. Mann says that after these terms had been discussed, Mr. Chawla went to type them up while she and her husband waited, as they had stopped to meet with Mr. Chawla on the way to the hospital to visit her mother who was very ill. She says that when Mr. Chawla returned and presented the Lease Agreement to her, she realized that it did not reflect the terms they had just discussed. She says that she asked Mr. Chawla why this was so, to which he responded that she was in a rush, that it would take time to retype and reprint it, and they would work together to make changes to it.

[13] Ms. Mann nevertheless signed the Lease Agreement, as did Mr. Chawla. At the time of signing, some minor handwritten adjustments were made to the document, in that two typos were corrected and Ms. Mann handwrote the date of her signature.

[14] Ms. Mann's evidence on why she signed a document that set out terms other than those she alleges the parties had discussed moments before is somewhat unclear. She says the Lease Agreement was signed as "a place holder to initiate the relationship". She also says it is her practice to have leases for her commercial properties drawn up by a notary, but that she signed the Lease Agreement Mr. Chawla drew up on the understanding that a more formal lease document would be drafted by a notary subsequently. She does not say there was any urgency for her in terms of getting a lease agreement in place that day. She refers to the Lease Agreement as being an "interim lease", though the Lease Agreement itself does not include anything to that effect.

[15] Mr. Chawla initially deposed that it was Ms. Mann who had typed up the Lease Agreement and presented it to him for signature. He later changed his evidence to acknowledge he had been responsible for presenting the lease document to Ms. Mann and now says that it was his wife who typed it up.

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[16] Mr. Chawla says the Lease Agreement reflects the terms he and Ms. Mann had agreed to; he denies any discussion of a term permitting the landlord to terminate the agreement without cause on 60 days notice. He says he would not have agreed to such a term because, from a business perspective, he needed the assurance of a long term lease. Among other things, he was subject to a ten-year lease in the adjacent unit and wanted to "run his businesses efficiently".

The Commercial Tenancy and Notice of Renewal

[17] Paras Fashions began occupying the Unit shortly after the parties signed the Lease Agreement and later, with Ms. Mann's consent, sublet the Unit to one of its sister companies. Rent was paid as required.

[18] Ms. Mann says that after signing the Lease Agreement she was distracted by a variety of matters, including her mother's unfortunate passing and the COVID-19 pandemic, and forgot that she had not taken steps to have a lease document drawn up by a notary as she had intended.

[19] There do not appear to have been any difficulties in the parties' relationship for almost five years, until shortly before the end of the Lease Agreement's initial term. However, on October 25, 2023, just over two months before the expiry of that term, Mr. Chawla gave notice of Paras Fashions' intention to renew for an additional five years. The same day, Mr. Mann responded with a proposal for a market rate rent increase.

[20] On November 1, 2023, Mr. Chawla emailed Mr. Mann refusing a market rate increase, relying on the Lease Agreement's provision for a 5% rent increase if Paras Fashions exercised its right to renew. Mr. Mann, in turn, responded that renewal would only be entertained "based on market rate" and that he and Ms. Mann were

"firm on that". He suggested that Paras Fashions could renew on that basis or else vacate the premises. Paras Fashions did not respond and did not vacate.

The Notice of Termination and Petitions

[21] On December 18, 2023, counsel for Ms. Mann wrote to Mr. Chawla and, among other things, gave notice of her intention to terminate the lease effective February 29, 2024, by which date Paras Fashions was to provide vacant possession of the Unit.

[22] In so doing, Ms. Mann asserted that she had a right to terminate the lease without cause, subject to reasonable notice, relying on *Canadian Resort Development Corporation v. Swaneset Bay Resort Ltd.*, 2000 BCCA 436 [*Swaneset*]. She also suggested that the Lease Agreement itself was vulnerable to being found void for uncertainty and set aside in its entirety.

[23] On February 16, 2024, Paras Fashions filed its petition in this matter seeking, among other things, declarations that the Lease Agreement and Paras Fashions' renewal are valid and enforceable.

[24] On February 29, 2024, Ms. Mann served a Notice to Quit and Demand for Possession on Paras Fashions, which were then stayed by court order dated March 4, 2024. On April 5, 2024, Ms. Mann filed her own petition seeking, among other things, a declaration that she had validly terminated the Lease Agreement.

[25] Paras Fashions remains in the Unit pursuant to an interim consent order dated April 16, 2024. Rent continues to be paid. Ms. Mann says that she has accepted that rent under protest and as a contribution to the overholding penalty she expects will be imposed if she is successful in this matter.

[26] The parties have asked to have their dispute determined by way of petition. As the principal question on their respective petitions relates to the construction of their contract and the declarations they seek would resolve all the issues between

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them, I agree that the petition process is appropriate: see e.g. *Standard Group Projects Inc. v. 0972672 B.C. Ltd.*, 2023 BCCA 205.

ANALYSIS

[27] The issue between the parties is whether the Lease Agreement includes an implied term allowing Ms. Mann to terminate it without cause, in the same way it expressly accords that right to Paras Fashions. Termination for cause is not in issue. Additionally, the requirement for reasonable notice is not controversial. It is agreed that in the circumstances of this case, Ms. Mann's right to terminate without cause, if it exists, would be subject to reasonable notice.

[28] Despite some earlier indications to that effect, Ms. Mann no longer suggests that the Lease Agreement is void for uncertainty, nor does she seek to have the agreement set aside on any basis. Likewise, though Ms. Mann has given evidence that the parties discussed and agreed to reciprocal without cause termination rights before signing the Lease Agreement, she has not argued mistake in integration, has not sought the remedy of rectification, and has not argued for the existence of any collateral agreement on the question of termination rights.

[29] Rather, as Ms. Mann has framed the issue, she seeks to have a term implied in an otherwise valid contract. Nevertheless, she calls the Lease Agreement an "Interim Lease" and has tendered evidence that could be understood as suggesting that her subjective intention was such that there was no meeting of the minds on some of the Lease Agreement's express terms. Likewise, she has given evidence that her subjective view was that the Lease Agreement was intended to operate for a shorter period than its express terms, viewed objectively, suggest.

[30] By signing the Lease Agreement, Ms. Mann and Mr. Chawla indicated to the outside world that these were terms they had agreed to. Ms. Mann cannot now call the Lease Agreement's express terms into question on the basis she believed the parties had agreed to something quite different, but she nevertheless chose to sign the Lease Agreement as a "place holder", or that she was distracted, or thought she might make changes to the express terms later: see e.g. *1001790 BC Ltd. v.*

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0996530 BC Ltd., 2021 BCCA 321 at paras. 36-44; see also *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53 at paras. 47-48, 57-60.

[31] As for any implied term, which is the crux of the issue here, the Court will consider the parties' actual intentions at the time of contracting, considering all of the circumstances: *GEC (Richmond) GP Inc. v. Romspen Investment Corporation*, 2025 BCCA 332 at para. 80. Consistent with general principles of contractual interpretation, the focus here is on the shared intentions of both parties assessed objectively, not the subjective intention of one party or the other: *Kruger v. PortLiving Properties Inc.*, 2024 BCSC 1046 at paras. 44-54, relying on *Moulton Contracting Ltd. v. British Columbia,* 2015 BCCA 89 at para. 58 and *Kaban Resources Inc. v. Goldcorp Inc.*, 2020 BCSC 1307 at para. 88, aff'd 2021 BCCA 427, leave to appeal to SCC ref'd 39940 (28 April 2022).

[32] Terms beyond those in a written contract may be implied in limited circumstances: (1) based on custom or usage; (2) as the legal incident of a particular class or kind of contract; or (3) most commonly, based on the presumed intention of the parties where the implied term is necessary "to give business efficacy to a contract or as otherwise meeting the 'officious bystander' test as a term which the parties would say, if questioned, that they had obviously assumed": *Canadian Pacific Hotels Ltd. v. Bank of Montreal*, [1987] 1 S.C.R. 711 at 774-776, 1987 CanLII 55; *M.J.B. Enterprises Ltd. v. Defence Construction (1951) Ltd.*, [1999] 1 S.C.R. 618 at para. 27, 1999 CanLII 677; *Moulton Contracting Ltd.* at para. 53.

[33] At the hearing of the petitions, Ms. Mann submitted that a term permitting her to terminate the lease without cause could be implied on all three of these bases. She also advances an alternative argument based on the doctrine of *contra proferentem*. I address each of these points below.

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Can a right to terminate the lease without cause be implied based on custom or usage, or as a legal incident of the Lease Agreement?

[34] I am not persuaded that the Lease Agreement includes an implied term permitting Ms. Mann to terminate it without cause based either on custom or usage, or as a legal incident of the Lease Agreement.

[35] Ms. Mann has not offered evidence of any relevant custom or usage in the context of commercial retail space leasing, nor has she submitted there is any generally established practice in that regard. Instead, she says her own practice as a commercial landlord qualifies as “custom or usage” for these purposes. She has tendered into evidence certain other leases she has been a party to as landlord, including a previous lease for the Unit and a lease for another unit she owns in the same shopping center. She says they show that she has a history of entering leases that contain termination clauses in her favour.

[36] I do not agree that Ms. Mann’s own past practice qualifies as “custom or usage” for these purposes, as opposed to established industry or trade practice: see e.g. *Canadian Pacific Hotels Ltd.* at 774-775; *Stewart v. Stewart*, 2021 BCSC 1212 at para. 194. In any event, there is no evidence that Mr. Chawla had knowledge of Ms. Mann’s broader practice at the time of contract formation and I find that Ms. Mann’s own practice varied, as some of the other leases in evidence make provision for lease termination without cause and some do not.

[37] Ms. Mann has also not persuaded me that a term permitting her to terminate the lease without cause should be implied as a legal incident of this particular kind of contract. Her submissions on this front were cursory at best. It would be surprising if a commercial landlord’s entitlement to terminate without cause could be implied on this basis as things currently stand, but in the absence of reasoned submissions, it is unnecessary to say more.

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Can a right to terminate the lease without cause be implied based on the parties' presumed intentions?

[38] The real issue here is whether a right for Ms. Mann to terminate the Lease Agreement without cause should be implied based on the parties' presumed intentions. To that end, the question, as noted above, is whether such a term is "necessary to give business efficacy" to the Lease Agreement or whether such a term meets the "officious bystander test".

[39] It is not sufficient that the term sought to be implied would be reasonable. Rather, it must be "necessary to make the contract the parties intended" in the sense that, "without the term, the contract, as intended by the parties, would not be effective": *Moulton Contracting Ltd.* at para. 55. As explained in *Olympic Industries Inc. v. McNeil*, 86 B.C.L.R. (2d) 273, 1993 CanLII 318 at para. 31 (B.C.C.A.), cited in *Moulton Contracting Ltd.* at para. 56:

> The question as to what the parties must have intended as a matter of necessity is a question of fact to be decided in the circumstances of each case. The party who seeks to have a term implied into the contract bears the onus of persuading the court of that necessity. It is not sufficient to show that it would be reasonable or logical to imply such a term, or that the parties would probably have agreed upon such a term if they had put their minds to it, or, that having put their minds to it, chose not to express it. A higher burden of proof must be met […].

[40] In applying these principles, courts must be cautious not to rewrite the parties' agreement. Contractual terms will only be implied on this basis sparingly, where there is "a certain degree of obviousness to it": *M.J.B. Enterprises Ltd* at para. 29. There can be no "evidence of a contrary intention, on the part of either party" and the term cannot conflict or be inconsistent with the express terms of the contract: *M.J.B. Enterprises Ltd* at para. 29; *Athwal v. Black Top Cabs Ltd.*, 2012 BCCA 107 at para. 48.

[41] Termination rights have been implied in a variety of different contexts, including construction management, insurance, distributorship and franchise agreements: see e.g. *Swaneset*; see also e.g. *France v. Kumon*, 2014 ONSC 5890 at paras. 46-58.

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[42] The parties have not provided any caselaw dealing with a lessor's implied termination rights in the context of a lease for commercial retail premises. Ms. Mann relies on caselaw holding that in the absence of a provision for termination, the rule requiring reasonable notice of termination should operate as an implied term of the contract: see e.g. *Hillis Oil & Sales v. Wynn's Canada*, [1986] 1 S.C.R. 57 at 68, 1986 CanLII 44. Unlike this one, however, the contract at issue in *Hillis Oil & Sales* included a provision for termination without cause, the contentious issue being whether a notice requirement should be implied in the circumstances of that case. Here there is no express right to terminate for Ms. Mann, and the parties agree that if one is to be implied, it would be subject to reasonable notice.

[43] Implied termination rights have frequently been addressed in cases involving contracts of indefinite duration. In that situation, the question becomes whether the parties intended the contract to be perpetual or terminable and, if terminable, a term will generally be implied that termination must be effected on reasonable notice to the other party: see e.g. *Edmonton Kenworth Ltd v. Kos*, 2018 ABQB 439 at para. 43; see also *Shaw Cablesystems (Manitoba) Ltd. v. Canadian Legion Memorial Housing Foundation (Manitoba)*, 143 D.L.R. (4th) 193, 1997 CanLII 11521 (Man. C.A.).

[44] Here, the Lease Agreement is not a contract of indefinite duration; it is for a five-year term, subject to two further five-year renewal options. Though the Lease Agreement is short and inexpertly drafted, I find its term and renewal provisions demonstrate the parties' shared intention to establish a commercial tenancy relationship of some duration with a significant measure of security and predictability at least over the medium term. This is objectively so, in my view, considering the length of the Lease Agreement's initial term, as well as its provision for up to two renewals at fixed rates, albeit the Lease Agreement also accords Paras Fashions the right to terminate without cause.

[45] I find that an implied term permitting Ms. Mann to terminate the Lease Agreement without cause would significantly attenuate the Lease Agreement's term

and renewal rate provisions, effectively permitting the landlord to bypass them by bringing the lease to an end without cause. Looking at those provisions in the context of the contract as a whole, it is difficult to see how a term permitting Ms. Mann to terminate the Lease Agreement without cause would be necessary to make the parties' intended contract effective.

[46] It is true, as Ms. Mann points out, that the Lease Agreement does not contain a so-called "entire agreement clause". If one had been included, it could have operated against the implication of any term beyond the written agreement: *Kruger* at para. 57. However, the absence of such a term is, in my view, a neutral factor in the circumstances of this case.

[47] Ms. Mann also points to another of the Lease Agreement's paragraphs in support of her argument that an implied right for her to terminate without cause is necessary for the Lease Agreement to have business efficacy. At paragraph six, the Lease Agreement provides "If the owner wishes to sell the property, the first preferance [*sic*] shall be given to the lessee." Ms. Mann says the parties clearly intended that she be able to sell the Unit if she wished and that selling to anyone other than the lessee would necessarily require that she terminate the lease without cause. However, a prospective purchaser could assume the lease; in so saying, I acknowledge that Ms. Mann appears to have had some difficulty in finding a buyer willing to do so.

[48] Looking at the Lease Agreement's context and surrounding circumstances, Ms. Mann and Paras Fashions' director, Mr. Chawla, did not know each other before contracting for the Unit and have no personal relationship beyond the four corners of their agreement and the tenancy that has ensued. Mr. Chawla's business was subject to a ten-year lease in the adjacent unit and Paras Fashions was looking to expand. Ms. Mann is an experienced commercial landlord who had entered into several lease agreements in the past. Mr. Mann, who acts as Ms. Mann's agent in commercial leasing matters, was also present. Only a few months before, Ms. Mann had entered into a lease renewal for one of her other properties which similarly

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included a term that the “Lease can be cancelled after giving 2 months’ notice to landlord” but also included the additional words “and vice-versa to the Lessee”. Ms. Mann’s usual practice is to have leases drawn up by a notary and her counsel confirmed at the hearing of this matter that there was no urgency from her perspective to get a lease signed that day.

[49] The parties have tendered conflicting evidence of their discussion about termination rights. Ms. Mann says they discussed and agreed on reciprocal rights to terminate without cause. Mr. Chawla says they only discussed Paras Fashions’ termination rights and that for business reasons he would not have agreed to a term permitting Ms. Mann to terminate without cause.

[50] I find it unnecessary to resolve this conflict in the evidence. I say this because what is notable, in my view, is that both parties agree that termination without cause, in some form, was considered and discussed in the immediate lead up to signing the contract and the objective result was a Lease Agreement that only expressly accords that right to Paras Fashions. This is therefore not a case like *Wheatberries Bakery Ltd. v Tracy’s Cafe Langdale Limited*, 2021 BCSC 236, which Ms. Mann relies on, where the parties simply failed to turn their minds to the issue: *Wheatberries Bakery Ltd*. at para. 41. Rather, they did and ended up with a term other than the one sought to be implied.

[51] Leaving those circumstances aside, Ms. Mann relies on commercial reasonableness and sound business practices. She emphasizes that the Lease Agreement is very favourable to Paras Fashions, encumbering her property for up to fifteen years with limited rent increases and without any express provision permitting her to terminate it, while at the same time permitting Paras Fashions to terminate without cause. Noting that she was in a stronger bargaining position than Paras Fashions, Ms. Mann submits that “it is contrary to traditional commercial principles and good business sense for [her] to have intentionally and immutably positioned herself in an inferior position to that of [Paras Fashions]”. She says that interpreting

the contract to include only a unilateral without cause termination right in favour of the tenant results in commercial "absurdity".

[52] Where a commercial contract allows both an interpretation that runs counter to business common sense and one that does not, the interpretation that accords with sound business sense and is commercially reasonable should be preferred: *Resolute FP Canada Inc. v. Ontario (Attorney General)*, 2019 SCC 60 at para. 79. The goal, as with all contractual interpretation, is to ascertain the objective intention of the parties, the presumption being that parties to a commercial contract would not have intended commercial absurdity: *Resolute FP Canada Inc*. at para. 144. Commercial reasonableness is a "tool" employed "in order to properly understand the meaning of the words used by the parties to express their agreement": *Resolute FP Canada Inc.* at para. 80.

[53] Commercial reasonableness is not, however, a means of avoiding contractual obligations simply because they prove to be undesirable or unusual: *Resolute FP Canada Inc.* at para. 144. Nor does commercial reasonableness appear to offer a standalone basis for implying contractual terms short of the standard set in cases like *M.J.B. Contracting Ltd*. and *Moulton Contracting Ltd*. For these reasons, while commercial reasonableness is an available tool if necessary to assess the parties' objective intentions as set out in the Lease Agreement, it does not serve to attenuate the business efficacy or officious bystander tests that the Court must apply.

[54] On a more practical level, it is also not apparent that the Lease Agreement's failure to accord Ms. Mann without cause termination rights reciprocal to Paras Fashions' is commercially absurd. I accept that the absence of a provision entitling Ms. Mann to terminate the Lease Agreement without cause has become commercially undesirable for her, possibly due to post-Lease Agreement increases in market rate rent, but the record does not go much further than that. In the absence of evidence regarding, for example, market conditions at the time of contract formation and other matters relevant to the bargain the parties made, the

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record before me is insufficient to establish that the failure to provide for reciprocal without cause termination rights is commercially absurd.

[55] The parties discussed lease termination without cause and signed an agreement that only expressly granted that right to Paras Fashions. They agreed to terms reflecting a shared intention for stability and predictability in the relationship over at least the medium term, which a right for Ms. Mann to terminate without cause would significantly diminish. Considering these circumstances, the text of the Lease Agreement as a whole, its context and surrounding circumstances, I find that Ms. Mann has not discharged her burden of showing that an implied reciprocal right of termination without cause is necessary to make the contract as the parties intended. Put otherwise, a term to that effect does not have the requisite degree of obviousness to be implied.

Does the doctrine of *contra proferentem* operate to grant Ms. Mann the right to terminate the Lease Agreement without cause?

[56] Before concluding, I briefly address Ms. Mann's alternative submission that the doctrine of *contra proferentem* operates so as to grant her the right to terminate without cause.

[57] *Contra proferentem* is available as a last resort when basic rules of construction fail to resolve a contractual ambiguity: *Progressive Homes Ltd. v. Lombard General Insurance Co. of Canada*, 2010 SCC 33 at para. 24. It may be applied to construe an ambiguity against the contract's drafter if the non-drafting party had no meaningful opportunity to negotiate its terms: *Pepin v. Telecommunications Workers Union*, 2017 BCCA 194 at para. 7. It is only engaged as a means of resolving contractual ambiguity: *Alsip v. Top Rollshutters Inc. dba Talius*, 2016 BCCA 252 at para. 22.

[58] In the circumstances of this case, I find the doctrine is not engaged. First, paragraph 10 of the Lease Agreement is clear and unambiguous in granting Paras Fashions the right to terminate without cause. Its silence with respect to Ms. Mann's

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termination rights does not give rise to any ambiguity that could be resolved by applying the doctrine of *contra proferentem*.

[59] Second, Ms. Mann had a meaningful opportunity to negotiate the contract: see e.g. *Ironside v. Smith*, 1998 ABCA 366 at paras. 66-67. Ms. Mann's evidence on why she signed the agreement when she believes it did not match up with the parties' previous discussions is confounding. Regardless, she confirmed at the hearing of the petitions that there was no particular urgency from her perspective and repeatedly took the position that she was in fact the party in the stronger bargaining position. That being so, the doctrine has no application.

CONCLUSION

[60] For all these reasons, I have concluded that there is no implied term permitting Ms. Mann to terminate the Lease Agreement without cause and her petition is dismissed.

[61] As for Paras Fashions' petition, as I have already mentioned, the petitions were advanced on the understanding that the Lease Agreement was valid. Additionally, there was no real dispute before me as to the validity of the notice Paras Fashions gave of its intention to renew, and the evidence satisfies me that notice was properly given. Paras Fashions is therefore entitled to the orders sought at paragraphs one and two of its petition. In the circumstances, I consider the order sought at paragraph three of Paras Fashions' petition redundant and will not make it.

[62] In the ordinary course, as the successful party, Paras Fashions is entitled to its costs. However, if the parties wish to make submissions on costs, they may do so in writing. In that event, their submissions (not to exceed five pages each) and any affidavit evidence they wish to rely on should be exchanged according to a schedule to be agreed between counsel, with the first submission to be filed with the registry within 30 days of the release of these reasons.

"Bantourakis J."

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