

No signature, no sale: The emoji that couldn't seal the deal

May 15, 2025

In *Ross v. Garvey*, 2025 BCSC 705, the British Columbia Supreme Court was asked to determine whether a thumbs-up emoji was a valid electronic signature to a contract. **This case follows closely on the heels of the “emoji case” *South West Terminal Ltd. v. Achter Land*, 2023 SKKB 116, in which in Saskatchewan courts found that a contract was “signed” using a thumbs-up emoji via text message ([read our article discussing Achter Land here](#)).**

Background

The plaintiff, Daniel Ross, is a real estate developer and licensed realtor. He alleged that he had entered into a binding agreement to purchase a residential property from the defendants, brothers Kyle and Matthew Garvey. The Garveys had listed the property privately and were communicating with Ross via text and email.

Ross emailed the Garveys a signed formal offer using a standard real estate contract, which the Garveys initially rejected. Days later, Kyle Garvey emailed Ross a modified version of Ross's offer detailing changes to the price, deposit, and brokerage fees. **Although Kyle Garvey referred to this as a “counteroffer” in the email and attached a marked-up version of the standard contract sent by Ross, the Garveys did not sign it.**

Ross promptly replied by email accepting the counteroffer. Ross followed up with a text message stating he had sent an “accepted offer.”

Kyle Garvey texted back a thumbs-up emoji.

The Garveys later accepted an offer to sell the property to third party buyers.

Ross sued the Garveys, arguing that they had a binding contract which the Garveys breached by not completing the sale. The Garveys, however, claimed that there was no binding contract since they never signed the contract.

The dispute turned on whether the digital exchange between the parties, particularly the thumbs-up emoji, amounted to a binding and enforceable agreement

The decision

The Court found that a contract was formed in the email and text exchanges by the parties. The language used by Kyle Garvey in the counteroffer email, the document **attached, and the subsequent thumbs-up emoji after Ross's acceptance all objectively** signaled mutual assent to the deal.

Despite the finding that a contract was formed, the Court ultimately refused to enforce **the agreement since the contract failed to meet the requirements of BC's Law and Equity Act, R.S.B.C. 1996, c. 253**. Specifically, section 59(3)(a) of the Act requires contracts respecting land to be in writing and signed.

Though the Garveys did not sign the counteroffer with an electronic signature, Ross argued that the thumbs-up emoji sent by Kyle after Ross accepted the counteroffer should be treated as a valid signature.

The Court disagreed. The Court adopted the analysis of Justice Barrington-Foote of the **Saskatchewan Court of Appeal writing in dissent in Achter Land**. In line with Justice Barrington-Foote's analysis, **the Court concluded that, for the contract to be enforceable**, the seller must have inserted a signature in the writing of the contract for the purpose of authenticating the document.

The signature does not need to be a traditional handwritten signature but must bear at least some sort of a formal inscription, made manually or electronically, that reflects the identity of the party who made it. The thumbs-up emoji did not meet this standard.

Key takeaways

1. **Digital communications can form contracts** : To determine if a contract has been formed, courts will look at the objective conduct and communications of the parties, including emails and texts. Here, the thumbs-up emoji was sufficient to form the contract, but because contracts for land have the unique requirement that they be signed, the contract was not enforceable. The consequence of this decision means that there is now precedent in British Columbia in which contracts can be formed through the use of emojis and, if not contracts for land, may be enforced.
2. **Seek professional advice** : The Garveys represented themselves without a realtor, leading to confusion and procedural missteps, such as making a counter offer when the Garveys intended to simply negotiate certain terms. Seeking advice from professionals can stop litigation before it happens.

Conclusion

Ross v. Garvey is a modern reminder that while technology has transformed how deals are made, certain legal formalities remain critical, particularly in real estate transactions.

We will continue to monitor future developments in the use of emojis on the law of contract, including any appeal of the decision in Ross v. Garvey.

If you have further questions about this topic, please reach out to any of the key contacts below.

By

[Jake Cabott](#), [Dalal Tubeishat](#), [Matthew G. Swanson](#)

BLG | Canada's Law Firm

As the largest, truly full-service Canadian law firm, Borden Ladner Gervais LLP (BLG) delivers practical legal advice for domestic and international clients across more practices and industries than any Canadian firm. With over 800 lawyers, intellectual property agents and other professionals, BLG serves the legal needs of businesses and institutions across Canada and beyond – from M&A and capital markets, to disputes, financing, and trademark & patent registration.

blg.com

BLG Offices

Calgary

Centennial Place, East Tower
520 3rd Avenue S.W.
Calgary, AB, Canada
T2P 0R3

T 403.232.9500
F 403.266.1395

Ottawa

World Exchange Plaza
100 Queen Street
Ottawa, ON, Canada
K1P 1J9

T 613.237.5160
F 613.230.8842

Vancouver

1200 Waterfront Centre
200 Burrard Street
Vancouver, BC, Canada
V7X 1T2

T 604.687.5744
F 604.687.1415

Montréal

1000 De La Gauchetière Street West
Suite 900
Montréal, QC, Canada
H3B 5H4

T 514.954.2555
F 514.879.9015

Toronto

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada
M5H 4E3

T 416.367.6000
F 416.367.6749

The information contained herein is of a general nature and is not intended to constitute legal advice, a complete statement of the law, or an opinion on any subject. No one should act upon it or refrain from acting without a thorough examination of the law after the facts of a specific situation are considered. You are urged to consult your legal adviser in cases of specific questions or concerns. BLG does not warrant or guarantee the accuracy, currency or completeness of this publication. No part of this publication may be reproduced without prior written permission of Borden Ladner Gervais LLP. If this publication was sent to you by BLG and you do not wish to receive further publications from BLG, you may ask to remove your contact information from our mailing lists by emailing unsubscribe@blg.com or manage your subscription preferences at blg.com/MyPreferences. If you feel you have received this message in error please contact communications@blg.com. BLG's privacy policy for publications may be found at blg.com/en/privacy.

© 2026 Borden Ladner Gervais LLP. Borden Ladner Gervais LLP is an Ontario Limited Liability Partnership.