

In the Court of Appeal of Alberta

Citation: Ruygrok v Ruygrok, 2026 ABCA 289

Date: 20260909

Docket: 2601-0130AC

Registry: Calgary

Between:

Erik Paul Ruygrok

Applicant/ Cross-Respondent

- and -

Shauna Lee Ruygrok

Respondent/ Cross-Applicant

**Reasons for Decision of
The Honourable Justice Jolaine Antonio**

Application for Stay Pending Appeal
Application for Security for Costs

**Reasons for Decision of
The Honourable Justice Jolaine Antonio**

[1] The applicant, Eric Ruygrok, applies for a stay of enforcement pending his appeal of a child support order and the subsequent denial of his application to have that order set aside.

[2] The cross-applicant, and respondent on appeal, Shauna Ruygrok, opposes Mr. Ruygrok's stay application, and applies for an order that Mr. Ruygrok post security for costs for the appeal.

Background

[3] Mr. Ruygrok and Ms. Ruygrok were married in May 2003. They separated in 2005 and were divorced in 2007. There is one child of the marriage.

[4] In April 2026, following a streamlined trial, which Mr. Ruygrok did not attend, Justice Jeffrey ordered that Mr. Ruygrok pay over \$140,000 in retroactive child support and expenses, plus more than \$2,700 per month in ongoing child support and over \$35,000 in costs. Subsequently, Mr. Ruygrok filed a notice of appeal with this Court and brought an application in the Court of King's Bench to have Justice Jeffrey's judgment set aside, claiming he had no notice of the trial. Justice Kachur denied the application, finding Mr. Ruygrok had knowledge of the proceedings and "every opportunity to attend" the trial. Mr. Ruygrok appeals both decisions.

Stay of enforcement

[5] To obtain a stay of enforcement, Mr. Ruygrok must satisfy me that a stay would be just and equitable in all of the circumstances of the case: *Google Inc v Equustek Solutions Inc*, 2017 SCC 34 at para 25. This decision is influenced by the following factors:

- (i) whether there is a serious issue to be determined on appeal, meaning an issue that is not vexatious or frivolous;
- (ii) whether the child will suffer irreparable harm if the stay is granted or denied; and
- (iii) whether the balance of convenience, with reference to the best interests of the child rather than the litigants, favours granting the stay.

Denis v Sauvageau, 2022 ABCA 166 at paras 17-18; *Stokes v Heck*, 2023 ABCA 39 at paras 5-6; *Spiess v Spiess*, 2025 ABCA 3 at paras 8-9; *Kalmbach v Kalmbach*, 2024 ABCA 281 at para 16.

[6] Mr. Ruygrok's primary complaint is that he did not receive notice, or adequate notice, of the trial. He has framed that complaint in evolving ways: he did not receive notice of the trial; if

he did, the notice was in an improper form and was not sufficiently detailed to define the issues; an order for permitting service to an email address should not have been granted. Some of these arguments depend on information that was not before me on the application. It would not be fair for me to attempt to assess their merits.

[7] Adequacy of notice was the central issue on the application before Justice Kachur. Some of the same arguments were made there. In particular, Mr. Ruygrok claimed he had not received documents because he was no longer using the email account to which they had been sent. He argued some emails apparently sent from the account after the trial had concluded must have been fabricated. In her oral reasons, Justice Kachur rejected that argument. She found he had “every opportunity” to inform himself about the proceedings and to attend the trial. Justice Kachur’s findings of fact will attract deference on appeal. The materials before me do not demonstrate any frailty in her conclusion.

[8] Other grounds of appeal impugn Justice Jeffrey’s findings of fact. These allegations have not been developed in argument. Therefore, I am not persuaded they have any merit.

[9] At the oral hearing of the stay application, Mr. Ruygrok added an allegation that Justice Jeffrey erred in law by failing to advert to a legal test. Again, the materials before me make this argument difficult to assess. For present purposes, I am prepared to assume that it is not frivolous or vexatious.

[10] Mr. Ruygrok’s application fails on the second and third factors.

[11] Irreparable harm is either: (i) harm which cannot be quantified in monetary terms, or (ii) harm which cannot be cured, usually because one party cannot collect damages from the other: *Stokes* at paras 8-12. Mr. Ruygrok’s primary argument is that if a stay is not granted, the Maintenance Enforcement Program (MEP) will sell his investment property. The record before me includes some allusions to MEP placing a lien on title, but Mr. Ruygrok has not established that seizure and sale are imminent. In any event, the loss of an investment property is quantifiable and reparable in monetary terms.

[12] Mr. Ruygrok attests that he does not expect he would be able to recover any funds from Ms. Ruygrok if he is successful on appeal and then again at trial. He did not provide any information about Ms. Ruygrok’s financial position. When asked, his counsel explained Mr. Ruygrok’s expectation stems from the history of conflict between the parties. This explanation is not adequate to persuade me that any funds paid to Ms. Ruygrok would be unrecoverable.

[13] Mr. Ruygrok submits that the child of the marriage will not suffer irreparable harm from the stay being granted. He has not argued that staying the child support order would be in the child’s best interests.

[14] Mr. Ruygrok has not established that a stay is required to prevent irreparable harm, to serve the balance of convenience, or to secure the best interests of the child. His application for a stay of enforcement is denied.

Security for costs

[15] The Court may order a party to provide security for costs if the Court considers it just and reasonable to do so, or if the applicant establishes the respondent will be unable to pay costs that may be awarded. The following factors are relevant:

- (i) the likelihood that the applicant will be able to enforce an order or judgment against the opposing party's assets in Alberta;
- (ii) the ability of the opposing party to pay the costs award;
- (iii) the merits of the underlying action;
- (iv) whether the order would unduly prejudice the opposing party's ability to continue the action; and
- (v) any other matters the court deems appropriate.

The onus is on applicants to show that these factors weigh in their favour: *Alberta Rules of Court*, Alta Reg 124/2010, r 4.22 [Rules]; *Spiess* at para 20, citing *Poole v City Wide Towing and Recovery Services Ltd*, 2020 ABCA 102 at paras 47-51; *Milot Law v Sittler*, 2024 ABCA 116 at para 15; and *PricewaterhouseCoopers Inc v Perpetual Energy Inc*, 2020 ABCA 36 at para 18; *Bains v Adam*, 2025 ABCA 235 at paras 9-10; *Aski Construction Ltd v Markos*, 2017 ABCA 341 at para 8. The decision to order security for costs is discretionary and should seek to balance the rights and reasonable expectations of the parties: *Spiess* at para 21, citing *Parker v Parker*, 2019 ABCA 114 at para 4.

[16] Ms. Ruygrok suggests Mr. Ruygrok has assets and income. For instance, she attests that on his 2022 Notice of Assessment, which she received directly from the CRA, Mr. Ruygrok's line 15000 income was over \$300,000. On August 25, 2026, Mr. Ruygrok provided a statement of assets and liabilities, identifying an RRSP and a real property asset as his only assets. Mr. Ruygrok's line 150 (sic) income for 2025 is a negative number. No monthly income is shown from any source, yet Mr. Ruygrok anticipates his line 150 (sic) income for 2026 will be \$50,000. Mr. Ruygrok's projected annual expenditures are over \$135,000.

[17] Ms. Ruygrok's concern, based largely on Mr. Ruygrok's refusal to provide complete or timely financial disclosure, is that she will be unable to enforce future costs orders against him. She submits the history of the litigation and Mr. Ruygrok's history with MEP suggest he will not

pay voluntarily. The evidence before me supports the conclusion that Mr. Ruygrok has a history of refusing to produce financial information to Ms. Ruygrok and MEP. MEP has made numerous efforts to enforce judgments against Mr. Ruygrok, without success.

[18] Mr. Ruygrok submits MEP will be able to enforce the judgment under appeal if it sells his condominium. He argues that his payment of legal and court fees in relation to this appeal, including costs for the application dismissed by Justice Kachur, shows he is not judgment proof. Yet, apart from his investment property, he has not expressly identified any assets or sources of income against which enforcement steps could be taken.

[19] With respect, Mr. Ruygrok confuses his possession of assets with Ms. Ruygrok's ability to enforce against those assets: See e.g. *Kaushal v Kaushal*, 2020 ABCA 340 at para 17; *Lotoski v Lotoski*, 2018 ABCA 103 at paras 8-9; *Esfahani v Samimi*, 2024 ABCA 142 at paras 11-16, 20. I accept Ms. Ruygrok's submission that Mr. Ruygrok has made efforts to render himself judgment-proof and has largely been successful. I accept that she would likely have difficulty enforcing any award against him.

[20] The possibility that MEP could enforce an award on Ms. Ruygrok's behalf does not weigh heavily enough to alter these conclusions. Nor does it assist me in balancing the rights and reasonable expectations of the parties.

[21] While I have assumed there is some merit to the appeal, the materials before me do not enable me to conclude that the likelihood of success is high.

[22] Mr. Ruygrok has not claimed that ordering security for costs would unduly prejudice his ability to continue the action.

[23] Ms. Ruygrok's application for security for costs is granted.

[24] I must next determine the quantum of security. Ms. Ruygrok asked me to set the quantum at \$15,000 to \$20,000, saying that would approximate solicitor-client costs or costs awarded on some enhanced basis. I will not presume the panel will order costs at those scales.

[25] Counsel agree that both Justice Jeffrey and Justice Kachur made costs orders premised on Column 2 of Schedule C of the *Rules* and doubled due to rejected settlement offers. I make no assumptions about settlement offers potentially affecting the costs of the appeal.

[26] I direct that Mr. Ruygrok shall provide security for costs in the amount of \$6,475 by October 1, 2026, failing which the appeal will be deemed abandoned: *Rules*, r 14.67(2).

[27] Costs of both applications are awarded to Ms. Ruygrok on Column 2 of Schedule C, for a total amount of \$3,370. I am not satisfied a settlement offer was made and rejected such that

doubling costs would be justified. These costs are payable forthwith and shall be enforceable by MEP.

Applications heard on September 2, 2026

Reasons filed at Calgary, Alberta
this 9th day of September, 2026

Antonio J.A.

Appearances:

K.E. Smith

C.N. Shepherd (no appearance)
for the Applicant/ Cross-Respondent

E.J. Lavigne

for the Respondent/ Cross-Applicant