

COLUMBIA SHUSWAP REGIONAL DISTRICT

BYLAW NO. 5832, 2021

A bylaw to provide for the regulation of dogs in Electoral Area D
of the Columbia Shuswap Regional District

WHEREAS the Regional District may regulate dogs within its boundaries;

AND WHEREAS the Regional District may exercise powers in relation to dangerous dogs pursuant to the *Community Charter* and the *Local Government Act*.

AND WHEREAS the Regional District has established and continues, by separate bylaw, a service area for the provision of dog control within Electoral Area D;

AND WHEREAS the Regional District deems it desirable and expedient to regulate dogs in Electoral Area D;

NOW THEREFORE the Board of the Columbia Shuswap Regional District, in an open meeting assembled HEREBY ENACTS as follows:

DEFINITIONS

1. For the purpose of this bylaw, the following definitions apply:

"Aggressive Dog" means any Dog that has attacked, bitten, or caused injury or attempted to attack, bite, or cause injury to a person or domestic animal as determined by an Animal Control Officer

"Animal Control Officer" includes any person designated by the Regional District to administer and enforce this Bylaw, the *Community Charter*, and the *Local Government Act*, and may include any employee, servant, agent, or contractor appointed by the Board.

"Animal Shelter" means a facility designated by the Regional District, which is used for the temporary housing and care of Dogs that have been impounded.

"Dangerous Dog" has the same meaning as in the *Community Charter*, as amended or replaced.

"Dog" means an animal of the canine species.

"Guide Dog" means a Dog that is trained as a guide for a blind or visually impaired person.

"Harbour" means possess, keep or bring onto a place or property for a period in excess of 24 hours or feeds on a regular basis on a parcel of land.

"In Heat" means the condition of a female Dog in its ovulatory period.

"Livestock Guardian Dog" means a Dog that is Harboured by an Owner as a means of protecting domestic livestock which are located on the same parcel as the Dog, on which land must be classified as a farm under the Assessment Act.

"Muzzle" means a humane fastening or covering device of adequate strength placed over the mouth of a Dog in order to prevent it from biting.

"Nuisance Dog" means any Dog that has been At Large, impounded or otherwise subject to an enforcement proceeding under this Bylaw three (3) times within the last twelve (12) months or a Dog that repeatedly charges or lunges at a fence.

"Owner" means the person who:

- (a) owns a Dog,
- (b) is in possession of or has the care or control of a Dog; or
- (c) Harbours or shelters a Dog, or permits or allows a Dog to remain, on or about the person's land or premises.

"Regional District" means the Columbia Shuswap Regional District.

"Run At Large" means being elsewhere than on the place or property of the Owner and not being under the immediate charge and control of the Owner.

"Secure Enclosure" means any building, structure, fenced area or the like that prevents the unauthorized entry by members of the public and prevents the escape of a Dog.

"Service Dog" means a Dog that is trained to perform specific tasks to assist a person with a disability.

ANIMAL CONTROL OFFICER

2. The Regional District does hereby appoint an Animal Control Officer to:
 - (a) enforce this Bylaw; and
 - (b) operate an Animal Shelter for the impounding of Dogs pursuant to the provisions of this Bylaw;
 - (c) be an Animal Control Officer within the meaning of section 49 of the *Community Charter* and section 321 of the *Local Government Act*.
3. The Animal Control Officer includes any person authorized by the Regional District to assist in carrying out and enforcing this Bylaw.

RIGHT OF INSPECTION

4. An Animal Control Officer may enter at all reasonable times on any property to inspect and verify compliance with this Bylaw.
5. A person shall not obstruct or prevent an Animal Control Officer from carrying out their duties as prescribed in this Bylaw.
6. The Regional District may provide for such buildings, yards, enclosures and motor vehicles as may be deemed necessary for the care, keeping and transportation of Dogs that have been impounded.
7. The Animal Control Officer may provide for and give sufficient food and water daily to all Dogs detained within the Animal Shelter.

8. The Animal Control Officer may, as she or he considers necessary and humane, provide for standards of operation and cleanliness of the Animal Shelter which may meet or exceed Society for Prevention of Cruelty to Animals (SPCA) guidelines.

NUMBER OF DOGS

9. A person shall not Harbour more than four (4) Dogs over the age of four (4) months at any one place or property unless the place or property is lawfully used in compliance with a Regional District zoning bylaw as a:
 - (a) Dog kennel; or
 - (b) veterinary clinic

CONTROL OF DOGS

10. **Running At Large** - A person shall not cause or permit a Dog to Run At Large.
11. **Noise** - A person shall not cause or permit a Dog other than a Livestock Guardian Dog to make noises or sounds which disturb or tend to disturb the quiet, peace, rest, enjoyment, comfort or convenience of the neighbourhood, or persons in the vicinity.
12. **Dog in Heat** - A person shall not cause or permit a Dog in Heat to be left unattended in a yard that is not fenced to keep other Dogs out.
13. **Signage Prohibiting Dogs** - A person shall not cause or permit a Dog to enter onto any private or public property that has signage restricting or prohibiting Dogs from entering said property. Guide Dogs and Service Dogs are exempt from this prohibition.
14. **Rabies** - The Owner of a Dog shall ensure the Dog has an up-to-date rabies vaccination record issued by a licensed veterinarian.

NUISANCE, AGGRESSIVE AND DANGEROUS DOGS

15. An Owner shall not cause or permit a Dog to be or become:
 - (a) a Nuisance Dog;
 - (b) an Aggressive Dog; or
 - (c) a Dangerous Dog.
16. If an Aggressive Dog is outside of its Owner's place or property and is not kept within a closed vehicle, a person shall:
 - (a) keep the Aggressive Dog controlled on a leash securely held; or
 - (b) keep the Aggressive Dog within a Secure Enclosure.
17. If a Dangerous Dog is outside of its Owner's place or property and is not kept within a closed vehicle, a person shall:
 - (a) keep the Dangerous Dog controlled on a leash securely held with a Muzzle securely fastened; or
 - (b) keep the Dangerous Dog within a Secure Enclosure.
18. An Owner shall not allow an Aggressive Dog or Dangerous Dog to enter onto any sports field, playground, public beach, swimming area, park, off-leash park or school grounds at any time.

IMPOUNDING OF DOGS

19. **Impounding** - Any Dog unlawfully Running At Large may be impounded by the Animal Control Officer.
20. **Release** - An impounded Dog shall not be released by the Animal Control Officer from the Animal Shelter until all provisions of this Bylaw have been complied with and all fees and penalties have been paid.
21. **Notice of Impoundment** - The Animal Control Officer shall attempt to notify the Owner of the Dog's impoundment, for those Dogs that have a Dog tag or other form of identification.
22. **Unclaimed Dogs** - If the Owner of a Dog does not appear at the Animal Shelter to pay the fees and penalties pursuant to this Bylaw within seventy-two (72) hours from the time of impoundment, the Animal Control Officer may sell or destroy the Dog as provided for in this Bylaw.
23. **Destruction of Dogs** - If the seventy-two (72) hours of impoundment has expired and no one expresses an interest in purchasing or adopting the impounded Dog, the Animal Control Officer may proceed with destroying the Dog.
24. **Voluntary Surrender of a Dog** –
 - (1) If an Owner of a Dog requests the Animal Control Officer take away any Dog which the Owner thereof desires to have destroyed, the Owner shall:
 - (a) sign a waiver acknowledging that the Owner has voluntarily relinquished all rights to the Dog; and
 - (b) pay the fee outlined in Schedule A of this Bylaw.
 - (2) After the Owner meets the requirements of paragraphs (1) (a) and (b), the Animal Control Officer may destroy or otherwise dispose of the Dog.
25. **Responsibility for Uncollected Fees or Costs** - The Owner shall be responsible for all fees or penalties in respect of an impounded Dog, whether or not they effect the release of the animal.
26. **Dangerous Dogs** - all Dogs seized under Section 49 of the Community Charter are subject to the impoundment fees and penalties that are imposed by this Bylaw from the date of seizure of the Dog.

VIOLATIONS AND PENALTIES

27. (1) A person who:
 - (a) violates any provision of this bylaw;
 - (b) permits any act or thing to be done in contravention of this bylaw; or
 - (c) neglects to do or refrains from doing anything required to be done by any provision of this bylaw;commits an offence against this bylaw and:
 - (a) is liable to a fine as set out in the CSRD Ticket Information Utilization Bylaw; and

(b) is liable, upon summary conviction, to the maximum fine available pursuant to the *Offence Act, Local Government Act* or the *Community Charter*, as amended or replaced.

(2) Each day that a violation continues to occur is deemed to be a separate offence against this bylaw.

APPLICATION

28. This bylaw is applicable within Electoral Area D of the Regional District.

SCHEDULE

29. The schedule attached to this bylaw form part of it.

CITATION

30. This bylaw shall be cited as "Electoral Area D Dog Control Regulatory Bylaw No. 5832, 2021".

REPEAL

31. Rancho Dog Control Bylaw No. 5748, as amended, is hereby repealed.

READ a first time this _____ day of _____, 2021.

READ a second time this _____ day of _____, 2021.

READ a third time this _____ day of _____, 2021.

ADOPTED this _____ day of _____, 2021.

Corporate Officer

Chair

CERTIFIED a true copy
of Bylaw No. 5832, 2021
as adopted.

Deputy Manager, Corporate Administration

SCHEDULE A**FEEs**

IMPOUND FEES	AMOUNT
First Impoundment	\$50.00
Second Impoundment (same Dog within a 12 month period)	\$100.00
Third and Subsequent Impoundment (same Dog within a 12 month period)	\$150.00
Daily Maintenance Fee (includes any part day for which a Dog is impounded)	\$20.00

OTHER FEES	AMOUNT
Voluntary Surrender of a Dog	\$100.00