

COLUMBIA SHUSWAP REGIONAL DISTRICT

BYLAW NO. 5747

A bylaw to provide for the regulation, control and licensing of dogs in Electoral Area C 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 C;

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

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

REPEAL

1. Bylaw No. 5388 cited as "Dog Regulation and Impounding Bylaw Number 5388" and its amendments are hereby repealed.

DEFINITIONS

2. 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.

"Board" means the Board of Directors for the Columbia Shuswap Regional District.

"Dangerous Dog" means a dog that the Provincial Court has declared to be dangerous under section 49 of the *Community Charter*, S.B.C. 2003 Chapter 26, as amended, whether or not the Provincial Court has ordered the dog to be destroyed.

"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.

"Keep" means possess, harbour 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.

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

“Non-Resident” means any person who is residing within the Columbia Shuswap Regional District for less than 30 days.

“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.

“Police Dog” means a Dog used by police or other law enforcement agency in the performance of their duties.

“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.

“Unlicensed Dog” means any Dog for which the licence fee has not been paid or to any Dog that the tag provided is not securely fastened to the Dog.

ANIMAL CONTROL OFFICER

3. The Regional District does hereby appoint an Animal Control Officer to:
 - (a) enforce this Bylaw; and
 - (b) operate 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*.
4. The Animal Control Officer includes any person authorized by the Regional District to assist in carrying out and enforcing this Bylaw.

RIGHT OF INSPECTION

5. An Animal Control Officer may enter at all reasonable times on any property to inspect and verify compliance with this Bylaw.

6. A person shall not obstruct or prevent an Animal Control Officer from carrying out their duties as prescribed in this Bylaw.
7. 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.
8. The Animal Control Officer may provide for and give sufficient food and water daily to all Dogs detained within the animal shelter.
9. 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

10. A person shall not Keep 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

LICENSING OF DOGS

11. **Valid Licence** - A person shall not own, possess or harbour any Dog within Electoral Area C unless that person has acquired a valid Dog licence and Dog tag has been issued for such Dog.
12. **Application for Licence** - On or before the January 31 in any year, or in the case of a Non-Resident upon 30 days' residency, or as soon as a Dog attains the age of four (4) months, an Owner of a Dog shall make application for a Dog licence and shall cause such Dog to wear around its neck a collar to which shall be attached a Dog tag issued by the Regional District.
13. **Age of Dog** – A person is required to obtain a licence for a Dog over the age of four months.
14. **Guide Dogs and Service Dogs** – A person shall obtain a licence under this Bylaw for all Guide Dogs and Service Dogs, but the annual licence fee shall be waived.
15. **Annual Dog Licence** – An annual Dog licence shall be effective for the period from January 1 to December 31 of the year issued, or the remaining portion thereof.
16. **Annual Renewable Dog Licence** – An annual renewable Dog licence shall be effective for the period of January 1 to December 31 of the year issued, and will automatically renew each calendar year for the duration of the life of the Dog for which it was issued. The Owner is responsible to provide to the Regional District any changes required to the Dog licence information (i.e.: address, phone number, etc.).
17. **Dog Licence Displayed** – A person who obtains a Dog licence under this Bylaw shall receive a numbered Dog tag which shall be fastened to a collar or harness which is to be worn by the Dog for which the Dog licence was issued.
18. **Dog Licence and Tag Specific** - A Dog licence and Dog tag issued under this Bylaw shall be for the specific Dog for which the Dog licence and tag were issued.
19. **Replacement Dog Tags** – An Owner may receive a replacement Dog tag upon payment of the fee identified on Schedule A of this Bylaw.

20. **Cancellation of Dog Licence** - If the Owner of the licensed Dog ceases to own the Dog, the Owner must notify the Regional District and the Dog licence shall be void and cancelled.
21. **Form of Licence** - All Dog licence forms shall include the name, phone number and civic address of the Owner, the civic address of the usual location where the Dog is kept and a description of the Dog, including the name, breed, sex, colouring and age.
22. **Fees** – A person shall pay the fees as set forth in Schedule A of this Bylaw imposed for the issuance of a Dog licence and Dog tag and shall be payable to the Regional District at locations deemed appropriate by the Regional District from time to time.

CONTROL OF DOGS

23. **Running At Large** – A person shall not cause or permit a Dog to Run At Large.
24. **Noise** - A person shall not cause or permit a 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.
25. **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.
26. **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.
27. **Dog Bites** - If a Dog bites a person and the Owner of the Dog cannot produce an up-to-date rabies vaccination record issued by a licensed veterinarian, the Regional District may impound the Dog under quarantine for ten (10) days for observation by the Animal Control Officer.

NUISANCE, AGGRESSIVE AND DANGEROUS DOGS

28. An Owner shall not cause or permit a Dog to become:
 - (a) a Nuisance Dog;
 - (b) an Aggressive Dog; or
 - (c) a Dangerous Dog.
29. 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.
30. 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 tightly fastened; or
 - (b) keep the Dangerous Dog within a Secure Enclosure.
31. 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.
32. If a Nuisance Dog, Aggressive Dog or Dangerous Dog attacks or pursues a person or domestic animal, the Animal Control Officer may impound the Dog.

COMPLAINTS

33. If a person complains about a Dog, the Animal Control Officer may investigate the complaint. If a complaint is investigated, the Owner of a Dog will be notified. If the disturbance continues, the Animal Control Officer may:
- (a) issue a written warning notice to the Owner of the Dog;
 - (b) impound the Dog; or
 - (c) any combination of the above.
34. A repeat offence following a written warning notice will be considered a violation of this Bylaw.

IMPOUNDING OF DOGS

35. **Impounding** - Any Dog in violation of this Bylaw may be impounded by the Animal Control Officer.
36. **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.
37. **Time** – An impounded Dog shall be retained by the Animal Control Officer for a maximum period of seventy-two (72) hours-from the time of impoundment.
38. **Notice of Impoundment** - The Animal Control Officer shall attempt to notify the Owner of the impounded Dog by telephone or mail, whichever is the most practical for those Dogs that have a Dog tag.
39. **Unclaimed Dogs** – If the Owner of a Dog is not known or the Owner so notified does not appear at the Animal Shelter to pay the fees and penalties pursuant to this Bylaw, the Animal Control Officer may sell or destroy the Dog as provided for in this Bylaw.
40. **Destruction of Dogs** – If the seventy-two (72) hours of impoundment has expired and no one expresses an interest to purchase an impounded Dog, the Animal Control Officer may proceed with destroying the Dog.
41. **“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.
42. **Responsibility for Uncollected Fees or Costs** - The Owner shall be responsible for all uncollected fees or penalties in respect of an impounded Dog, whether or not they effect the release of the animal.
43. **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.
44. **Fees and Penalties** - All fees and penalties as set forth in Schedule A also apply to a Dog seized under Section 49 of the Community Charter from the date of seizure of the Dog.

VIOLATIONS AND PENALTIES

45. (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 fines plus costs under the *Offence Act, Local Government Act and the Community Charter*.

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

APPLICATION

46. This bylaw is applicable to the entire Electoral Area C within the Regional District.

SCHEDULE

47. The schedules attached to this bylaw form part of it.

CITATION

48. This bylaw shall be cited as "Electoral Area C Dog Control Bylaw No. 5747."

READ a first time this _____ 1st day of _____ December _____, 2017.

READ a second time this _____ 1st day of _____ December _____, 2017.

READ a third time this _____ 1st day of _____ December _____, 2017.

ADOPTED this _____ 1st day of _____ December _____, 2017.

Lynnda A. Shykora

CHIEF ADMINISTRATIVE OFFICER
Deputy Corporate Officer

Rhona Maita

CHAIR

CERTIFIED a true copy of
Bylaw No. 5747, as adopted.

Deputy Manager of Corporate
Administration Services

**ELECTORAL AREA C DOG CONTROL
BYLAW NO. 5747
SCHEDULE A**

SCHEDULE OF FEES

LICENCE FEES	AMOUNT
Annual Dog Licence	\$10.00
Annual Renewable Dog Licence	\$50.00
Replacement Dog Tags	\$5.00
Guide Dogs, Service Dogs or Police Dogs	NIL

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

OTHER FEES	AMOUNT
Voluntary Surrender of a Dog	\$100.00