

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
BYLAW NO. 2671, 2017

A regulatory bylaw to provide the licensing and control of dogs within the Regional District of Okanagan-Similkameen Electoral Areas "A", "B", "C", "D", "E", "F" and "G".

WHEREAS the Regional District may, pursuant to the *Local Government Act*, enact a bylaw regulating the keeping, control and licensing of dogs; and

WHEREAS the *Community Charter* provides Regional Districts with special powers in relation to dangerous dogs;

WHEREAS the Regional District has adopted Regional District of Okanagan-Similkameen Dog Control Service Establishment Bylaw No. 2775, 2017 to establish a service for the provision of Dog Control within Electoral Areas "A", "B", "C", "D", "E", "F", and "G";

THEREFORE BE IT RESOLVED that the Board of the Regional District of Okanagan-Similkameen in open meeting assembled, enacts as follows:

1.0 CITATION:

This Bylaw shall be cited as the Regional District of Okanagan-Similkameen Dog Control Regulatory Bylaw No. 2671, 2017.

2.0 DEFINITIONS:

Aggressive Dog means:

- (a) Any Dog which, without provocation, has displayed aggressive behaviour toward another Dog, Animal or person; or
- (b) Any Dog which, without provocation, has a known tendency or disposition to pursue vehicles or cyclists; or
- (c) Any Dog that, without provocation, causes Minor Injury to another Dog, Animal or person.

Altered means a Dog that has been either spayed or neutered.

Animal means any animal, excepting for the purposes of this Bylaw any human species, wildlife as defined in the Wildlife Act, or any animals of the "Rodent" variety, such as rats, mice, or raccoons.

Animal Shelter means a building or part thereof, including the property that the building is located on, used by the Regional District for the temporary care of dogs impounded by the Dog Control Officer and includes the vehicle that is being used to transport the Dog.

At Large means a Dog that, while not on the property of the Owner:

- (a) is not confined within a vehicle; or
- (b) is not securely attached to a Leash held by a person who has the ability to restrain the Dog while the Dog is under their care; or
- (c) is not Under Control of the Owner, as defined within this Bylaw.

Barking Excessively means any barking, howling, yelping or crying, for 15 minutes in any given hour, that unduly disturb the peace, quiet, rest, comfort or tranquility of the surrounding neighbourhood or of persons in the vicinity.

Board means the Board of the Regional District of Okanagan-Similkameen.

Calendar Year means the one-year period that begins on January 1 and ends on December 31.

Community Charter means the *Community Charter, Chapter 26 (SBC 2003)*, as amended from time to time.

Dangerous Dog means a Dog that has been found to be a Dangerous Dog by a Justice of the Provincial Court of British Columbia.

Dog means an Animal of the canine species, including a dog-wolf or dog-coyote hybrid, and may include aggressive dog, vicious dog, and dangerous dog.

Dog Control Officer means a person appointed by the Board as a Dog Control Officer, Animal Control Officer or Bylaw Enforcement Officer and includes a Peace Officer, a Pound Keeper or Shelter Manager, employee, servant, agent, or contractor of the Regional District.

Dog Park means an area, located on Public Land, and designated by signage to be an off-leash area for dogs.

Enclosure means a structure at least 1.8m in height by 1.2 meter wide by 4 meters long; constructed with secure sides, and with impervious surfacing for the bottom to prevent digging; suitable for the size and strength of the dog to prevent it from escaping; having protection and shelter from the varying weather conditions; and locked to prevent entry of young children or other unauthorized persons.

Fees and Charges Bylaw means the current Regional District of Okanagan-Similkameen Fees and Charges Bylaw as amended from time to time.

Guide/Service Dog means a Dog that is used by a person with a disability to avoid hazards or to otherwise compensate for a disability as defined in the *Guide Animal Act*.

Leash means a device of sufficient strength and design to restrain the Dog for which it is being used, where one end is securely affixed to the Dog and the other end is being securely held by the Owner.

Licence means the identification tag issued for purposes of identification of a Dog and identification of the dog's Owner as indicated by the records of the Regional District.

Minor Injury means a physical injury to a person or Animal that includes pinches, minor localized bruising, scratches, scrapes and shallow punctures.

Muzzled means a humane fastening or covering device, of adequate strength, placed securely over the dog's mouth designed to prevent the Dog from biting or inflicting injury.

Nuisance Dog means any Dog that:

- (a) has been impounded 3 or more times within the previous 12 months; or
- (b) has received 3 or more fines for barking excessively or running at large within the previous 12 months; or
- (c) has a combined total of 4 or more fines and impounds within the previous 12 months.

Owner means any person who owns, has in their custody, harbours, shelters or permits any Dog to remain on or about his/her land, property or premises and is not restricted to the "Owner" as identified on the Dog Licence application.

Pound Keeper means the employee who cares for the dogs being held at the Animal Shelter and includes a Shelter Manager and *may* include a Dog Control Officer.

Public Land means any highway, road, lane, street, boulevard, crescent, walkway, trail, greenbelt, park, playground, or other public place that is under ownership, lease or tenure by Provincial, Federal or Local Government(s).

Qualified Dog Trainer means, in the context of this bylaw, a person:

- (a) having a degree in veterinary medicine with a special interest in animal behaviour;
- or

(b) a person with a degree in animal behaviour together with a minimum of 5 years supervised work experience; and possessing a current membership to a professional behaviour organization such as the ABPC, AVSAB, DDAB or CAAB.

Regional District means the Regional District of Okanagan-Similkameen and may be referred to as the Regional District in the context of this bylaw.

Serious Injury means a physical injury to a person or Animal that includes fractures, deep punctures, lacerations and injuries that require sutures or cosmetic surgery.

Shelter Manager means the employee who cares for the dogs being held at the Animal Shelter and includes a Pound Keeper and *may* include a Dog Control Officer.

Unaltered Dog means an intact Dog that has not been spayed or neutered.

Under Control means such circumstances where the Dog is in visible sight distance to the Owner, and responds to the Owner immediately and returns to the Owner within a reasonable time when called or signaled by the Owner, as determined by the Dog Control Officer.

Unlicensed Dog means a Dog for which the Licence fee for the current Calendar Year has not been issued by the Regional District.

Vicious Dog means:

- (a) Any Dog which, without provocation, has displayed aggressive behaviour toward another Dog, Animal or person on two or more occasions; or
- (b) Any Dog which, without provocation, has a known propensity, tendency or disposition to attack other animals or humans; or
- (c) Any Dog which, without provocation, has inflicted a Serious Injury to another Animal, Dog or person

Working Dog means a Dog that is used for purposes of herding livestock, a Dog engaged in legal hunting activities, or a Dog used by Police and other Emergency services, that requires the Dog to be free of restraints in order for them to perform the work, but does not include a Dog working as a guard dog on commercial or private premises.

3.0 LICENSING

3.1 Every Owner of a Dog within the Regional District shall obtain a Licence for the current Calendar Year, by January 1st or soon thereafter of the same year, by making application and paying the required fee as set out in the Fees and Charges Bylaw.

- 3.2** An Owner is required to obtain a Licence for each Dog that is in their care, custody or is permitted to remain on or about their property or premise.
- 3.3** Every Licence issued under this bylaw shall be for that Calendar Year specified thereon and shall expire on December 31 of the same year.
- 3.4** Where a Licence is lost, destroyed or damaged to the point that it can't be used for identification purposes, the Owner shall obtain a replacement Licence upon completion of a new Licence application and payment of the applicable fee as set out in the Fees and Charges Bylaw.
- 3.5** Before issuing a Licence for an Altered Dog, the owner may be required to furnish proof that the Dog has been spayed or neutered.
- 3.6** If an owner, that has purchased a Licence for an Unaltered Dog provides documentation from the veterinarian that the Dog has been altered within the same Calendar Year as the issued Licence, the difference in Licence fee shall be reimbursed.
- 3.7** Where the Owner of a Dog in respect of which a Licence has been issued ceases to be the Owner within the Calendar Year that the Licence is issued, the Licence may be transferred to the new Owner, at no charge, upon completion of a new Licence application.
- 3.8** Where an Owner relocates to the Regional District and produces a Licence issued to the Dog from another jurisdiction for the current Calendar Year, the Owner may obtain a Licence for the same Calendar Year, at no charge, upon completion of a new Licence application.
- 3.9** The Owner of a licenced Dog shall affix the Licence for the current Calendar Year to a collar or harness on the Dog and the Licence shall be worn by the Dog at all times.
- 3.10** Where a licenced Dog is found not wearing a current Licence, the Owner shall:
(a) produce the Licence for the current Calendar Year; or
(b) purchase a replacement Licence for the current Calendar Year
When requested by the Regional District or Dog Control Officer.
- 3.11** Should a person falsify information required for licencing a Dog, the Licence shall be revoked, a new Licence purchased and a fine may be issued.

4.0 CONTROL AND IMPOUNDING OF DOGS

- 4.1 An Owner shall ensure that the Dog is not At Large at any time, except for a Working Dog that is actively working at the time.
- 4.2 An Owner shall keep the Dog Under Control to prevent it from harassing or chasing another Animal, person, or cyclist.
- 4.3 An Owner shall keep the Dog Under Control to prevent it from injuring or killing another Animal or person.
- 4.4 Every Owner of any Dog must ensure that the Dog does not enter upon or remain on any sandy beach or swimming area located within a park unless the area is designated by signage as an off-leash area or Dog Park.
- 4.5 Every Owner of any Dog must ensure that the Dog does not enter into a playground area on Public Land where play apparatus exists, unless designated by signage to be an off-leash area or Dog Park.
- 4.6 Every Owner of any Dog must ensure that the Dog is on a leash in a park, unless designated by signage as an off-leash area or Dog Park.
- 4.7 The Dog Control Officer may determine that a Dog is a Nuisance Dog and shall inform the Owner in writing.
- 4.8 The Dog Control Officer may seize and impound any Dog found At Large.
- 4.9 The Dog Control Officer shall release any impounded Dog, when:
 - (a) a current Licence has been produced by the Owner of the Dog; and
 - (b) all impound fees, maintenance fees, and fines related to that Dog have been paid.
- 4.10 Where an impounded dog is not released to the Owner within seventy-two (72) hours from the time the Dog is impounded, and there have been no prior arrangements made with the Shelter Manager or Dog Control Officer, the Regional District may sell or dispose of the dog in a humane manner.

5.0 AGGRESSIVE DOGS

- 5.1 The Owner of an Aggressive Dog shall secure the Dog by a collar and Leash that is a maximum length of one (1) metre when not on the Owner's property or in a Dog Park.

- 5.2 The Owner of an Aggressive Dog shall keep the Dog effectively Muzzled at all times when in a Public Place to prevent the Dog from biting another Dog, Animal or person.
- 5.3 The Owner of an Aggressive Dog shall ensure that the Leash referred in Section 5.1 is held by a person that is physically and mentally capable of keeping the dog Under Control.
- 5.4 When an Aggressive Dog is on the Owner's property, and not securely confined indoors, the Owner shall keep the Dog securely confined to the Owner's property by:
- (a) keeping the Dog in a fenced or gated area, located in the back yard of the Owner's property, which is of sufficient height and strength to confine the dog; or
 - (b) erecting a fence, in the back yard of the property, of adequate height and strength, to securely contain the Dog.
- 5.5 The Owner of an Aggressive Dog shall permit the Dog Control Officer to photograph the Dog for identification purposes.
- 5.6 Where a Dog has exhibited behaviour that met the definition of an Aggressive Dog in this bylaw and;
- (a) there have been no incidents of aggression within the previous twelve month period; or
 - (b) in the opinion of a Qualified Dog Trainer, the Dog no longer has a propensity towards aggression
- the Owner may apply to the Regional District to suspend the requirements of Section 5.0 of this bylaw as it applies to an Aggressive Dog.
- 5.7 If the requirements of this bylaw as it applies to an Aggressive Dog are suspended pursuant to Section 5.6 of this bylaw and, subsequent to that suspension, the Dog exhibits behaviour that meets the definition of an Aggressive Dog, the requirements of this bylaw as it applies to an Aggressive Dog shall immediately apply and no further relief pursuant to Section 5.6 will be granted.

6.0 VICIOUS DOGS:

- 6.1 The Owner of a Vicious Dog shall secure the Dog by a collar and Leash that is a maximum length of one (1) metre and of adequate strength to restrain the Dog when not on the Owner's property.

- 6.2 The Owner of a Vicious Dog shall keep the Dog effectively Muzzled at all times when not on the Owner's property to prevent the Dog from biting another Dog, Animal or person.
- 6.3 The Owner of a Vicious Dog shall ensure that the leash referred in Section 6.1 is held by a person that is physically and mentally capable of keeping the Dog Under Control.
- 6.4 When on the Owner's property, and not securely confined indoors, the Owner shall keep the Vicious Dog securely confined in a locked Enclosure, located in a place on the Owner's property other than the front yard and located such that there is a minimum of 3 meters between the enclosure and the property line.
- 6.5 The Owner of a Vicious Dog shall ensure that the Dog is not in a Dog Park at any time.
- 6.6 The Owner of a Vicious Dog shall permit the Dog Control Officer to microchip the Dog for identification purposes and must pay for the costs associated with the microchipping prior to release of the Dog by the Pound Keeper.

7.0 DANGEROUS DOGS:

- 7.1 The Dog Control Officer is designated an Animal Control Officer for the purposes of Section 49 (Special Powers in Relation to Dangerous Dogs) of the Community Charter.
- 7.2 The Owner of a Dangerous Dog shall secure the Dog by a collar and Leash that is a maximum length of one (1) metre and of adequate strength to restrain the Dog.
- 7.3 The owner of a Dangerous Dog shall keep the Dog effectively Muzzled at all times when not on the Owner's property to prevent the Dog from biting another Dog, Animal or person.
- 7.4 The Owner of a Dangerous Dog shall ensure that the leash referred in Section 7.2 is held by a person that is physically and mentally capable of keeping the Dog Under Control.
- 7.5 When on the Owner's property, and not securely confined indoors, the Owner shall keep the Dangerous Dog securely confined in an Enclosure, placed in a location other than the front yard on the Owner's property and located such that there is a minimum of 3 meters between the Enclosure and the property line.

- 7.6 The Owner of a Dangerous Dog shall ensure that it does not enter into any park or sandy beach / swimming area located within a park at any time.
- 7.7 The Owner of a Dangerous Dog shall ensure that the Dog is not within 300 metres of a Dog Park, at any time.
- 7.8 The Owner of a Dangerous Dog shall permit the Dog to be micro chipped and pay for all associated costs prior to release of the Dangerous Dog.
- 7.9 The Owner of a Dangerous Dog shall:
- (a) carry liability insurance in the amount of (\$1,000,000) dollars, over the premises where the Dangerous Dog is kept; and
 - (b) provide proof of compliance with Section 7.9.(a) to the Dog Control Officer prior to the release of the Dangerous Dog.

8.0 MISCELLANEOUS:

- 8.1 An Owner, when accompanied by a Dog on any Public Land, shall have in their possession a suitable means of facilitating the removal of the Dog feces.
- 8.2 An Owner shall provide proof of compliance with section 8.1 when requested by a Dog Control Officer.
- 8.3 An Owner shall promptly remove and dispose of their Dog feces deposited on Public Land and property other than property owned by the Dog Owner.
- 8.4 An Owner shall not permit Dog feces to accumulate on the Owner's property to the degree that the odour is noticeable on a neighbouring property.
- 8.5 An Owner shall not confine an unattended Dog in an enclosed space, including a motor vehicle, without adequate ventilation and that the weather conditions are not suitable for the confinement and as a result thereof puts the Animal's well-being and safety at risk.

9.0 ADMINISTRATION AND ENFORCEMENT:

- 9.1 The Dog Control Officer is hereby authorized to enter, at all reasonable times, upon any property in the Regional District subject to the regulations of this bylaw, in order to ascertain whether such regulations are being obeyed.
- 9.2 No person shall prevent or obstruct, or attempt to prevent or obstruct, the Dog Control Officer from the exercise or performance of his or her powers, duties or functions under this bylaw.

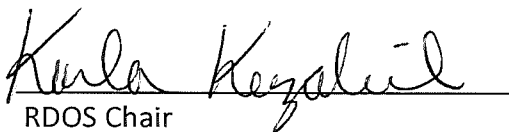
- 9.3 Each day's continuance of an offence under this bylaw constitutes a new and distinct offence.
- 9.4 If any section, subsection, sentence, clause or phrase of this Bylaw is, for any reason, held to be invalid by decision of any court of competent jurisdiction, the invalid portion must be severed and the decision that it is invalid will not affect the validity of the remaining portions of this Bylaw.
- 9.5 Any person who violated any provision of this bylaw commits an offence and is liable to a fine not exceeding \$10,000.00 and cost of the prosecution.

10.0 REPEAL:

10.1 Bylaw No. 1838, 2007 is hereby repealed.

READ A FIRST, SECOND, AND THIRD TIME this 19th day of October, 2017.

ADOPTED this 19th day of October, 2017.


RDOS Chair


Corporate Officer