

REGIONAL DISTRICT OF NORTH OKANAGAN

BYLAW No. 2466

A Bylaw to regulate the keeping of dogs, provide for fixing, imposing and collecting license fees, and establishing and regulating a dog pound

WHEREAS it is deemed expedient to regulate the keeping of dogs within the Regional District of North Okanagan and to provide for the fixing, imposing and collecting of licenses to any person who owns, possesses, or harbours any dog;

AND WHEREAS the "Greater Vernon / White Valley Animal Control Extended Service Establishment Bylaw No. 869, 1990" established the extended service of animal control within the Corporation of the City of Vernon, the Corporation of the District of Coldstream, the Corporation of the Village of Lumby, and Electoral Areas "B", "C", and part of Electoral Area "D", as described in the bylaw, and amendments thereto;

AND WHEREAS by Supplementary Letters Patent dated September 28, 1990, the Regional District of North Okanagan was authorized to exercise the regulatory powers under the provisions of Section 789(2)(A) of the Municipal Act, RSBC 1979, C.270, within the municipalities of the Corporation of the City of Vernon, the Corporation of the District of Coldstream, and the Corporation of the Village of Lumby;

NOW THEREFORE the Regional Board of the Regional District of North Okanagan in open meeting assembled, hereby ENACTS AS FOLLOWS:

CITATION

1. This Bylaw shall be cited as the "***Dog Control Bylaw No. 2466, 2010***".

GENERAL

2. **Interpretation:** In this bylaw, unless the context otherwise requires:

"Aggressive Dog" means:

- a. any dog which has a known propensity, tendency or disposition to, or without provocation does, chase or approach a person on public or private property in a menacing fashion or apparent attitude of attack, or molest passers by, chase vehicles or cyclists, or damage property;
- b. any dog which without provocation bites, inflicts injury or assaults persons or animals;
- c. any dog which is found to be dangerous or aggressive by an Animal Control Officer, the SPCA, the RCMP, a veterinarian licensed to practice in British Columbia, a local government or by a court
- d. any Dangerous Dog; or
- e. any Guard Dog;

"Bark Excessively" means any barking, howling, yelping or cries that unduly disturb the peace, quiet, rest, comfort or tranquillity of the surrounding neighbourhood or vicinity, or of persons in the neighbourhood or vicinity;

"Certified Guide or Assistance Dog" means a dog certified to be used as a practical companion for the disabled while acting in that capacity;

"Dangerous Dog" has the same meaning as defined in the *Community Charter*.

"Dog" means an animal of the species canine, apparently over the age of six (6) months;

"Dog Control Officer" means the person or persons appointed from time to time by the Regional Board as a Dog Control Officer to enforce and carry out the provisions of this bylaw, or any other person appointed by the Regional District for the purpose of enforcement of this Bylaw;

"Dog Park" means an area designated for exercising dogs on or off leash;

"Enclosure" means any area surrounded by a fence or walls, a pen, cage or run, or a building or vehicle, or other structure adequately constructed to prevent a dog from escaping;

"Guard Dog" means any dog that has been specifically trained to protect persons or property, or for use in surveillance or similar activity, except a dog used by Police or other law enforcement agency in the performance of their duties;

"Impounding" means seized, delivered, received or taken into the Pound, or in the custody of the Pound keeper as provided for herein;

"Muzzled" means prevented from biting or injuring by means of a humane fastening or covering device of adequate strength placed over the mouth;

"Nuisance Dog" means:

- a. a dog which has been impounded 3 or more times within the previous 12 months;
- b. a dog for which the owner has received 3 or more municipal tickets for "barking excessively" or "running at large" within the previous 12 months; or
- c. a dog for which the total number of impounds and municipal tickets is 3 or more for "barking excessively" or "running at large" within the previous 12 months;

"Owner" includes a person who owns or has custody, care or control of a dog;

"Pound" means any building or enclosure designated as a pound by the Board of Directors;

"Pound keeper" means the person or persons appointed from time to time by the Board of Directors as a Pound keeper and his or her designate, and may include a contractor with whom the Regional District has contracted to act as Pound keeper;

"Board of Directors" means the Board of Directors of the Regional District of North Okanagan;

"Regional District" means the Regional District of North Okanagan;

"Resident" means any person whose primary residence is in the Service Area;

"Service Area" means all properties within the City of Vernon, the District of Coldstream, the Village of Lumby, and all properties within Electoral Areas "B" and "C", and that part of Electoral Area "D" within the Lumby and District Fire Protection Area, all within the Regional District;

"Tether" means a securing device that consists of a rope or leash made of leather, natural or synthetic fibre, chain or cable of sufficient size and strength to prevent the dog from breaking it, or chewing through it, but not of such composition as to cause discomfort, pain or injury to the dog;

"Unlawfully at Large" means a dog being elsewhere than on the premises of a person owning or having the custody, care or control of the dog, and not being under the direct and continuous charge and control of a responsible and competent person, or securely confined within an Enclosure or Tethered so that it is unable to roam;

"Unlicensed Dog" means any dog for which a license for the current year has not been obtained.

KEEPING OF DOGS

3. No person shall keep or have in his possession any dog unless a license under this bylaw has first been obtained.

LICENSING OF DOGS

4. On or before the 1st day of January, or as soon thereafter that a dog attains the age of six (6) months, or has been a resident for thirty (30) days or more, the owner of every such dog shall:
 - a. make application to license the dog, at the office of the Regional District or office designated by the Regional District, stating the owners name, address and phone number, and description of the dog, including the dog's name, registration number, the breed or breeds, gender, descriptive colouring and markings and other information as may be required on the application to license a dog;
 - b. pay the license fee as set out in Schedule "A" of this bylaw; and
 - c. cause each such dog to wear around its neck, a collar, or a body harness in lieu of a collar, to which shall be attached the license issued by the Regional District whenever the dog is elsewhere than on the premises of the person owning or having the custody, care or control of that dog.
5. Any person keeping a dog, whom becomes a resident, shall within thirty (30) days of becoming a resident, make an application to license the dog, as set out in this bylaw.
6. Every license issued under this bylaw shall be for the calendar year in which the license is issued and shall expire on the thirty-first (31st) day of December of the year for which the license was issued.

7. The license fee for dogs that attain the age of six (6) months or become a resident after the first (1st) day of July of the year shall be 50% of the license fee as set out in Schedule "A" of this bylaw.
8. Upon receiving an application to license a dog, the application will be reviewed for completeness and being satisfied that it conforms to the provisions contained herein and having received the appropriate fee as set out in Schedule "A", the applicant may be issued for each dog, a dog tag impressed or stamped with a number, which shall be noted on the corresponding application, a copy of which shall be given to the applicant as proof of having made application to license a dog, payment of fees, and license number issued, and a copy of which shall be maintained by the Regional District.
9. Before issuing a license for a spayed female dog or neutered male dog, the owner may be required to furnish proof that the dog has been spayed or neutered.
10. If an owner that has purchased a license for an unaltered dog provides proof that the dog has been altered within thirty (30) days of purchasing the license, the license fee shall be reimbursed to the owner except for that portion of the fee that applies to an altered dog.
11. A person making an application to license a dog prior to the first (1st) day of January of the year for which the license applies, will receive a discount as set out in Schedule "A" of this bylaw.
12. Licenses are non-transferable. When the owner of a dog to which the license is issued moves, obtains a new phone number or ceases to be the owner of the dog, the owner shall notify the Regional District stating the license number and the new address and phone number or the name and address of the new owner.
13. Should a person knowingly falsify information required for licensing a dog, the license shall be revoked.

CONTROL OF DOGS

14. Every owner of a dog, must ensure that the dog be under the care, custody, and control of a person who is competent and strong enough to control the dog.
15. Every owner of a dog must ensure that the dog does not become Unlawfully at Large.
16. Every owner of a dog must ensure that the dog does not:
 - a. molest passers by; approach a person in a menacing fashion or apparent attitude of attack;
 - b. bite, inflict injury, assault or otherwise attack a person;
 - c. chase vehicles or cyclists;
 - d. chase, harass, bite, inflict injury, assault or otherwise attack any other animal;
 - e. damage property, other than that of the owner; or
 - f. bark excessively.

17. Every owner of a dog must ensure that the dog does not leave or deposit any excrement on public or private property other than the property of the owner, unless the owner immediately takes steps to remove such excrement and to dispose of it in a sanitary manner.
18. An owner of an Aggressive Dog, in addition to the other provisions of this bylaw:
 - a. shall at all times that the aggressive dog is not on the property of the owner, keep the dog muzzled, and restrained on a leash strong enough to hold the dog, and which is no longer than six (6) feet, and be under the continuous care, custody and control of a person competent and strong enough to control the dog; and
 - b. shall, at all times that the aggressive dog is on the property of the owner:
 - i. keep the aggressive dog confined indoors; or
 - ii. if the aggressive dog is outdoors;
 - a. keep the dog tethered; or
 - b. keep the dog in an enclosure to prevent the aggressive dog from escaping.
19. Every owner of a dog must ensure that the dog does not enter upon and remain within any public beaches, swimming areas, or parks unless the park or public area has been designated and signed as a "Dog Park".

ENFORCEMENT

20. The Board of Directors may appoint Dog Control Officers, for the purpose of enforcing and carrying out the provisions of this bylaw.
21. Every Dog Control Officer may enforce the provisions of this bylaw and seize and detain any dog that is:
 - a. not licensed in accordance with this bylaw;
 - b. unlawfully at Large; or
 - c. in violation of this bylaw in any respect, and impound such dog in accordance with this bylaw.
22. Every Dog Control Officer is hereby authorised to enter, at all reasonable times, upon any property within the Regional District subject to any of the regulations of this bylaw, in order to ascertain whether such regulations are being obeyed.

IMPOUNDING DOGS

23. The Board of Directors may appoint a Pound keeper for the purpose of operating the pound in accordance with the provisions of this Bylaw.
24. The Pound keeper shall receive every dog delivered to the pound, which has been seized pursuant to this bylaw. If the owner of any impounded dog is known to the Pound keeper, the

Pound keeper shall forthwith notify the owner of the impoundment. If the Owner of any impounded dog is not known to the Pound keeper, the Pound keeper shall immediately post a notice of the impoundment at the Pound, and send a copy of the notice to the Regional District office.

25. The owner of any dog impounded under this bylaw, may reclaim the dog within three (3) days after the date of the notice by the Pound keeper by making application to the Pound keeper, providing proof of ownership and paying the applicable fees set out in Schedule "A" attached hereto. The Pound keeper shall retain the dog for three (3) days after the date of the notice, and if not reclaimed within the said three (3) days, the Pound keeper may sell, surrender to another agency, or destroy the dog.
26. The owner of an aggressive dog that has been impounded under this bylaw may only reclaim the dog upon application to the Dog Control Officer with the following:
 - a. proof of ownership of the aggressive dog;
 - b. payment of fees set out in Schedule "A" of this Bylaw and Schedule "G" of the Ticket Information Authorization Bylaw No. 1148; and
 - c. delivery to the Dog Control Officer of an executed statement in the form prescribed in Schedule "B" of this Bylaw.
27. It shall be an offence for any person:
 - a. to release or rescue or attempt to release or rescue any dog in the custody of the Pound keeper; or
 - b. to resist, intervene or otherwise interfere with the Pound keeper or the Dog Control Officer in the lawful exercise of their duties.
28. Should a dog be removed from the Pound without proper authority, or a dog escapes there from and returns to the possession or custody of the owner or any person caring for the said dog, or if the owner of an impounded dog does not claim the dog, the said owner or person shall still be liable for the payment of fees and expenses chargeable and recoverable under this bylaw.

PENALTIES

29. Any person who violates any of the provisions of this bylaw, or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this bylaw, is guilty of an offence under this bylaw, and liable to a penalty of not less than Fifty Dollars (\$50.00) and not more than Two Thousand Dollars (\$2,000.00).

30. For the following offences, a ticket may be issued, or an information may be laid, by the Dog Control Officer.

- Section 3 Keeping an unlicensed dog
- Section 4.c. Dog not wearing license
- Section 15 Dog unlawfully at large
- Section 16.a. Molest passers by or approach in a menacing fashion or apparent attitude of attack
- Section 16.b. Bite, inflict injury, assault or otherwise attack a person
- Section 16.c. Chase vehicles or cyclists
- Section 16.d. Chase, harass, bite, inflict injury, assault or otherwise attack any other animal
- Section 16.e. Damage property, other than that of the owner
- Section 16.f. Barking Excessively
- Section 17 Not removing excrement
- Section 18.a. Aggressive dog not muzzled and not on a leash
- Section 18.b. Unsecured Aggressive dog
- Section 19 Dog on a beach, swimming area, park or public area
- Section 27.a. To release or rescue or to attempt to release or rescue an impounded dog
- Section 27.b. To resist, intervene or otherwise interfere with the Pound keeper or Dog Control Officer

31. In addition to the pecuniary penalties so indicated on the ticket, where a dog is impounded, impoundment fees as set out in Schedule "A" shall also apply.

FORCE AND EFFECT AND SEVERABILITY

32. This bylaw shall apply and be in force and effect upon adoption thereof, within the Service Area.

33. If any provision contained in the Bylaw is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby to the extent that the purpose of the Bylaw may be fulfilled in the absence of the impugned provision or provisions of the Bylaw.

REPEAL

33. Bylaw 2002, being "Dog Control Bylaw No. 2002, 2005" is hereby repealed.

Read a FIRST and SECOND TIME this 20th day of October , 2010.

Read a THIRD TIME this 20th day of October , 2010.

Reconsidered and ADOPTED this 20th day of October , 2010.



 Chair



 Corporate Officer

Schedule "A" and Schedule "B" attached to and forming part
of "Dog Control Bylaw No. 2466 2010"

REGIONAL DISTRICT OF NORTH OKANAGAN

DOG CONTROL BYLAW No. 2466, 2010

SCHEDULE "A"

SCHEDULE OF FEES

License fee if purchased prior to January 1		
1.	for each spayed or neutered dog (altered)	\$ 20.00
2.	for each unspayed or unneutered dog: (unaltered)	\$ 55.00
License fee if purchased on or after January 1		
3.	for each spayed or neutered dog (altered)	\$ 35.00
4.	for each unspayed or unneutered dog: (unaltered)	\$ 75.00
5.	License fee for a Certified Guide or Assistance Dog	No Charge
6.	For each replacement license	\$ 1.00
Impoundment Fees (except aggressive dog)		
7.	a. First Impoundment	\$ 25.00
	b. Second Impoundment	\$ 75.00
	c. Third Impoundment	\$ 200.00
	d. Fourth Impoundment, and subsequent Impoundments	\$ 400.00
Impoundment Fees (aggressive dog)		
8.	a. First Impoundment	\$ 200.00
	b. Second Impoundment	\$ 500.00
	c. Third Impoundment, and subsequent Impoundments	\$1,000.00
9.	Maintenance fee per day or part day of impoundment	\$ 13.00
10.	Veterinary fees (as required)	Per Statement

SCHEDULE "B"
APPLICATION FOR RELEASE OF AGGRESSIVE DOG

1. I, _____ of
(name of owner)

(address of owner), British Columbia,

hereby apply for the release of a _____
(colour, breed and sex of dog)

Named _____
(given name of dog) (the "Dog")

which has been impounded pursuant to the Regional District of North Okanagan Dog Control Bylaw, in force from time to time.

2. I am the owner of the dog.
3. I am aware that the dog is an "aggressive dog" within the meaning prescribed by the Bylaw and I am aware of the responsibility and potential liability that rests with me in keeping or harboring the dog.
4. In consideration of the release of the dog to me, I hereby acknowledge, covenant and agree with the Regional District of North Okanagan:
 - a. that I have constructed on the premises where the dog will be kept an "enclosure" within the meaning prescribed by the Bylaw;
 - b. that I will, at all times when the dog is not effectively muzzled, on a leash and under the care and control of a person who is competent to control the dog, keep the dog indoors or within a securely closed and locked enclosure;
 - c. that I will save harmless and indemnify the Regional District of North Okanagan, its dog control officers and any of its other officers, employees, agents or elected or appointed officials from and against any and all actions, causes of action proceedings, claims, demands, losses, damages, costs or expenses whatsoever and by whomsoever brought in to me or the keeping or harboring of the dog by me, and without limiting the generality of the foregoing, for any personal injury or death inflicted on any other animal or any person by the dog or any damage to property caused by the dog; and
 - d. that I am aware that if the dog is ever again found to be at large or not confined as herein before provided, that the Regional District of North Okanagan may seize the dog and I will be liable for the full costs of impounding the dog as an "aggressive dog" under the Bylaw.
5. submit herewith the sum of \$ _____ in payment of all license and impounding fees payable by me pursuant to the Bylaw.

Signature of Owner