

Bylaw No. 2671, 2017

Regional District of Okanagan-Similkameen Dog Control Regulatory Bylaw

Consolidated for convenience purposes.
Includes all amendments to the text up to:
February 18, 2021

Summary of Amendments

Bylaw No.	Adopted	Amendment	Purpose
2671.01	February 18, 2021	Definitions; Various sub-sections throughout the bylaw	To eliminate the need for dog owners to purchase a new dog tag annually and to make general housekeeping amendments.

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

A regulatory bylaw to provide for the licensing and control of dogs within the Regional District of Okanagan-Similkameen Electoral Areas "A", "B", "C", "D", "E", "F", "G" and "I".¹

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", "G" and "I";

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:²

2.1 The italicized boldfaced words and terms have the meanings set out in Section 2 of this Bylaw.

2.2 All words or phrases shall have their normal or common meaning except where this is changed, modified or expanded by the definitions set forth in this section.

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

¹ Bylaw No. 2671.01

² Bylaw No. 2671.01

- (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 secured 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 Regional Board of Directors 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**.

Dog Tag means the identification tag attached to a dog collar or harness showing the **Licence** information for purposes of identification of a **Dog** and identification of the **Dog's Owner** as indicated by the records of the **Regional District**.

Enclosure means a structure at least 1.8 metres in height by 1.2 metres wide by 4 metres 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.

Fine means the penalty as set out in the **Regional District's** Bylaw Notice Enforcement Bylaw No. 2507 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*.

Impounded means any **Dog** seized, delivered, received or taken into the **Animal Shelter**, or in the custody of the **Dog Control Officer** as provided for in this Bylaw.

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 a **Dog** licence 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 shall 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, as 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 signalled 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 received 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** and **Dog Tag** for each **Dog** that is in their care, custody or is permitted to remain on or about their property or premise.³
- 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 **Dog Tag** is lost, destroyed or damaged to the point that it can't be used for identification purposes, the **Owner** shall obtain a replacement **Dog Tag** upon payment of the applicable fee as set out in the **Fees and Charges Bylaw**.⁴
- 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 Bylaw No. 2671.01

⁴ Bylaw No. 2671.01

- 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** and **Dog Tag** for the same **Calendar Year**, at no charge, upon completion of a new **Licence** application.⁵
- 3.9** The **Owner** of a **Licensed Dog** shall affix the **Dog Tag** to a collar or harness on the **Dog** and the **Dog Tag** shall be worn by the **Dog** at all times.⁶
- 3.10** Where a **Licensed Dog** is found not wearing a **Dog Tag**, the **Owner** shall:
(a) produce the **Licence** for the current **Calendar Year**; or
(b) purchase a replacement **Dog Tag** for the current **Calendar Year**
When requested by the **Regional District** or **Dog Control Officer**.⁷
- 3.11** Should a person falsify information required for licencing a **Dog**, the **Licence** shall be revoked, a new **Licence** and **Dog Tag** purchased and a **Fine** may be issued.⁸

Guide / Service Dog

- 3.12** An **Owner** of a **Dog** that is registered under the *Guide Animal Act* shall obtain a **Licence** and **Dog Tag** but not be charged licensing fees provided that the appropriate certification or registration is presented.⁹

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**.

⁵ Bylaw No. 2671.01

⁶ Bylaw No. 2671.01

⁷ Bylaw No. 2671.01

⁸ Bylaw No. 2671.01

⁹ Bylaw No. 2671.01

- 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 and of adequate strength to restrain the **Dog** when not on the **Owner's** property or in a **Dog Park**.¹⁰
- 5.2 The **Owner** of an **Aggressive 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.¹¹
- 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:

¹⁰ Bylaw No. 2671.01

¹¹ Bylaw No. 2671.01

- (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 metres 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** to be micro-chipped for identification purposes and must pay for the costs associated with the micro-chipping prior to release of the **Dog**.¹²

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 metres 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 for identification purposes and must pay for the costs associated with the micro-chipping prior to release of the **Dangerous Dog**.¹³

¹² Bylaw No. 2671.01

¹³ Bylaw No. 2671.01

- 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.

Original signed

RDOS Chair

Corporate Officer