

SUNSHINE COAST REGIONAL DISTRICT

BYLAW NO. 691

A Bylaw to regulate the keeping of dogs within the Keats Island Dog Control Service Area

WHEREAS the Sunshine Coast Regional District has established a service for the purpose of dog control in the Keats Island Dog Control Service Area;

NOW THEREFORE the Board of Directors of the Sunshine Coast Regional District, in open meeting assembled, enacts as follows:

PART 1 Citation:

1. This bylaw may be cited for all purposes as the “Keats Island Dog Regulation and Impounding Bylaw No. 691, 2014”.

PART 2 Severability:

2. If any portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

PART 3 Definitions

3. In this bylaw:

“**aggressive behaviour**” means any behaviour by a dog that intimidates a person or a domestic animal and includes snarling, growling, or pursuing a person or domestic animal.

“**aggressive dog**” means a dog that has, without provocation, has displayed aggressive behaviour toward a person or domestic animal while on property, other than property owned or occupied by the person responsible for the dog, which may result in the dog inflicting minor injury or secondary injury.

“**Board**” means the Board of Directors of the Sunshine Coast Regional District.

“**dangerous dog**” means a dog that

- a) has killed or seriously injured a person,
- b) has killed or seriously injured a domestic animal, while in a public place or while on private property, other than property owned or occupied by the person responsible for the dog, or
- c) the dog control officer has reasonable grounds to believe is likely to kill or seriously injure a person.

“**dog**” means an animal of the species canine, whether male or female.

“Dog Control Officer” means the person or persons employed by the Regional District to be the Dog Control Officer, to carry out the provisions of this Bylaw.

“domestic animal” means an animal that is tame or kept, or that has been or is being tamed or kept, to serve some purpose for the use of persons.

“enclosure” means a structure at least 1.8 metres in height by 1.2 metres wide by 4 metres long, made of wire or steel mesh sides (or equivalent construction). The construction must be such that it prevents the entry of young children and the escape of a dog by way of self-closing self-locking gates of equivalent height. An enclosure specifically excludes invisible fencing systems.

“leash” means a device of leather, nylon or similar material which may be affixed to a dogs collar or harness. It shall be of sufficient strength and design to remain securely affixed to the collar or harness and restrain the dog wearing the same.

“minor injury” means a physical injury to a person or domestic animal that consists of pinches, minor localized bruising or small punctures, tears or lacerations.

“neutered dog” means a male dog certified by a Veterinarian as unable to reproduce.

“owner” means a person:

- a) who owns, is in possession of, or has the care or control of a dog, temporarily or permanently,
- b) who harbours, shelters, permits or allows a dog to remain on or about that person’s land or premises.

“pound” means the building or enclosure designated as a Pound by the Regional District.

“public place” includes but is not limited to any highway, boulevard or park, or other real property owned, held operated or administered by the Regional District or by a school district located in the Regional District.

“Regional District” means the Sunshine Coast Regional District

“run at large” when used with reference to a dog or dogs means:

- a) being elsewhere than on the premises of the owner or a person having the custody, care or control of any dog, and not being under the immediate care and control of a responsible and competent person;
- b) where a dog has been deemed an aggressive dog or a vicious dog pursuant to this bylaw, “run at large” shall also mean that while on the premises of the owner, said dog is not being contained in a dwelling house or an enclosure to prevent the dog from escaping.

“secondary injury” means a physical injury to a person that is directly attributable to the person’s reaction when a dog approaches the person in a menacing fashion or an apparent attitude of aggression.

“spayed dog” means a female dog certified by a Veterinarian as unable to reproduce.

“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.

“under the immediate care and control” means:

- a) immediately returns when called by the person who owns or has care and control of the dog, and
- b) is not an aggressive dog toward any person or domestic animal.

“vicious dog” means a dog that:

- a) has, without provocation, caused a minor injury to a person on more than one occasion,
- b) has, without provocation caused a minor injury to a domestic animal on more than one occasion,
- c) the Dog Control Officer has reasonable grounds to believe that, based on repeated aggressive behaviour, is likely to cause a minor injury on more than one occasion to a person or domestic animal or is likely to cause a serious injury to a person or domestic animal, or
- d) is a dangerous dog.

PART 4 Application

4.1 Control of Dogs

- a) Every owner of a dog must ensure that the dog does not:
 - i. Molest passersby; approach a person in a menacing fashion or apparent attitude of attack or display aggressive behaviour;
 - ii. Bite, inflict injury, assault or otherwise attack a person;
 - iii. Chase, harass, bite, inflict injury, assault or otherwise attack any other animal.

PART 5 Aggressive Dogs

5.1 Aggressive Dogs

- a) Every dog that is an aggressive dog must be on a leash or tether which is not attached to a retracting mechanism, is no more than 2 meters in length and is held by and under the immediate control of a competent adult.
- b) Every owner of an aggressive dog must build an enclosure on their property as defined by this Bylaw.
- c) The Dog Control Officer may, by written notice, order the owner of an aggressive dog to keep the dog confined to the owner’s property or to the property within the control of the owner and to comply with the other requirements of this Bylaw regarding aggressive dogs.

- d) Where a person fails to comply with an order made by the Dog Control Officer pursuant to section 5(1) (c) of this Bylaw, the Dog Control Officer may forthwith impound the aggressive dog.

PART 6 Vicious Dogs

6.1 Vicious Dogs

- a) Every owner of a vicious dog must at all times keep the dog:
 - i. Securely confined indoors such that the dog cannot escape; or
 - ii. In an enclosure on their property as defined by this Bylaw; or
 - iii. On a leash or tether which is not attached to a retracting mechanism, is no more than 2 meters in length and is held by and under the immediate control of a competent adult.
- b) Every owner of a dog that has bitten a person or domestic animal must keep the dog muzzled while in a public place.

PART 7 Impounding Dogs

7.1 Impoundment

- a) A Dog Control Officer may alone or with others, seize, impound or detain any aggressive or vicious dog that is running at large.
- b) If a dog is impounded under this Bylaw:
 - i. The owner of a dog that has been impounded must recover the dog from the Pound within seventy-two (72) hours from the time of impoundment and pay the impoundment and boarding fees prescribed in Schedule 'A' of this Bylaw;
 - ii. If after seventy-two (72) hours from the time a dog is impounded, the owner does not claim the dog, the Dog Control Officer may destroy, sell or surrender the dog to an animal welfare agency capable of arranging for its adoption.
 - iii. Where the ownership of an impounded dog can be proven, the owner shall pay for all expenses incurred for impounding, boarding or euthanasia of their dog.
 - iv. All fines, penalties and forfeitures imposed for the violation of any of the provisions hereof shall be paid to the credit of the Regional District prior to recovering an impounded dog.
- c) The owner of an aggressive dog that has been impounded pursuant to this Bylaw may only reclaim the dog upon application to the Dog Control Officer with the following:
 - i. Proof of ownership of the aggressive dog;
 - ii. Payment of the fees as set out in Schedule 'A' of this Bylaw;
 - iii. Delivery to the Dog Control Officer of an executed statement in the form prescribed in Schedule 'B' of this Bylaw.

- d) The owner of an vicious dog that has been impounded pursuant to this Bylaw may only reclaim the dog upon application to the Dog Control Officer with the following:
 - i. Proof of ownership of the vicious dog;
 - ii. Payment of the fees as set out in Schedule 'A' of this Bylaw;
 - iii. Delivery to the Dog Control Officer of an executed statement in the form prescribed in Schedule 'C' of this Bylaw.
- e) In addition to the power to seize and detain a dog under this Bylaw, the Dog Control Officer is designated as an Animal Control Officer under section 49 of the *Community Charter*, and may seize dangerous dogs pursuant to those provisions.

7.2 The owner of a dog seized or impounded by the Regional District under s.49 of the *Community Charter* must pay the impoundment fees prescribed in Schedule 'A' in accordance with the number of days the dog is impounded on a weekly basis.

7.3 A person must not remove, or attempt to remove, from the Pound an impounded dog except as permitted under this Bylaw.

PART 8 Right of Entry and Seizure

8.1 The powers set out in this Bylaw are in addition to any powers provided for in section 49 of the *Community Charter*.

8.2 Subject to section 16 of the *Community Charter*, the Dog Control Officer is hereby authorized, to enter, at all reasonable times, upon any property within the Regional District subject to the regulations of this bylaw, in order to ascertain whether such regulations are being obeyed.

8.3 No person shall hinder, interfere with or obstruct the entry of the Dog Control Officer onto any land, into any building, or any vehicle to which entry is made or attempted pursuant to the provisions of this Bylaw.

8.4 Where a Dog Control Officer has reasonable grounds to believe that a dog is a dangerous dog and has so advised the owner of the dog, the dog owner shall turn the dog over to the Dog Control Officer for impoundment.

PART 9 Offence and Penalty

9.1 No person may, directly or indirectly, delay or interfere with the Dog Control Officer in issuing a ticket or bylaw notice or otherwise carrying out his or her duties in accordance with this Bylaw.

9.2 Every person who violates a provision of this Bylaw, or who consents, allows or permits an act or thing to be done in violation of a provision of this bylaw, or who neglects or refrains from doing anything required by a provision of this Bylaw, is guilty of an offence and is liable, upon summary conviction, to a fine not exceeding \$10,000.00 and not less than \$50.00.

9.3 Each day that a violation continues or exists under this Bylaw is considered a separate offence.

Schedules

Schedule A – Impound Fees

Schedule B – Application for Release of Aggressive Dog

Schedule C – Declaration of a Vicious Dog

READ A FIRST TIME	this	10 th	day of	July, 2014
READ A SECOND TIME	this	10 th	day of	July, 2014
READ A THIRD TIME	this	11 th	day of	September, 2014
ADOPTED	this	11 th	day of	September, 2014

CORPORATE OFFICER

CHAIR

Keats Island Dog Regulation and Impounding Bylaw No. 691, 2014

SCHEDULE 'A'- Fees

1. IMPOUNDMENT FEES

- a) For any spayed or neutered male, impoundment fees as follows:
 - i) First impoundment \$100.00
 - ii) Second impoundment within 12 months following the first impoundment. \$150.00
 - iii) Third impoundment within 12 months following the second impoundment \$200.00
 - iv) Each additional impound within a 12 month period \$225.00
- b) For any unspayed female or unneutered male impoundment fees as follows:
 - i) First impoundment \$125.00
 - ii) Second impoundment within 12 months following the first impoundment \$175.00
 - iii) Third impoundment within 12 months following the second impoundment \$225.00
 - iv) Each additional impound within a 12 month period \$250.00
- c) Board fees of twenty dollars (\$20) per day or part thereof for the time such dog was impounded.
- d) Despite 1a), b) and c) above, for any vicious dog, impoundment fees as follows:
 - i) First impoundment \$250.00
 - ii) Second impoundment \$500.00
 - iii) Third impoundment \$750.00
 - iv) Impounding fees for vicious dogs will be cumulative over time and not follow the calendar year.
- e) Despite 1a), b), c) or d) above, where a vicious dog has caused injury to a person or domestic animal, the Dog Control Officer may detain the dog pending a hearing under Section 49(10) of the *Community Charter* to seek an order to have the dog humanely destroyed. If the order is not granted, the dog may be redeemed by the owner upon payment of the impoundment fee PLUS all extraordinary costs incurred in the course of impounding the dog, payable at the time of reclamation.

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SCHEDULE 'B' – Application for Release of Aggressive Dog

I, _____ (name of owner), of

_____ (address of owner) in

the Sunshine Coast Regional District, British Columbia, hereby apply for the release of a:

_____ (colour, breed and sex of dog)

named: _____ (the "Dog") which
(given name of dog)

has been impounded pursuant to the Keats Island Dog Regulation and Impounding Bylaw, in force from time to time.

1. I am the owner of the Dog.
2. 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 harbouring the Dog.
3. In consideration of the release of the Dog to me, I hereby acknowledge, covenant and agree with the Sunshine Coast Regional District:
 - 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 on a leash and under the care and control of a person competent to control the Dog, keep the Dog indoors or within a securely closed enclosure;
 - c) that I will save harmless and indemnify the Sunshine Coast Regional District, its Dog Control Officer 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 relating to the release of the Dog to me or the keeping or harbouring 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;
 - 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 may seize the Dog and I will be liable for the costs of impounding the dog as an aggressive dog under the Bylaw.
4. I submit herewith the sum of \$ _____ in payment of all impounding fees payable by me pursuant to the Bylaw.

_____ (Signature of Owner)

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SCHEDULE 'C' – Declaration of a Vicious Dog

I, _____, of
(name of owner)

(address of owner)

in the Sunshine Coast Regional District, British Columbia, hereby acknowledge that my dog:

_____ named:
(colour, breed and sex of dog)

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

having _____

(Describe reasons for meeting definition of "vicious dog")

has been deemed a "vicious dog" as defined in this bylaw by the Dog Control Officer.

Further:

1. I am the owner of the Dog.
2. I am aware that the Dog is a "vicious 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 harbouring the Dog.
3. I hereby acknowledge, covenant and agree with the Sunshine Coast Regional District:
 - a. that I construct 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 on a leash and under the care and control of a person competent to control the Dog, keep the Dog indoors or within the "enclosure";
 - c. that I will save harmless and indemnify the Sunshine Coast Regional District, its Dog Control Officer 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 relating to the release of the Dog to me or the keeping or harbouring 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;

- 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 may seize the Dog and I will be liable for the costs of impounding and the dog as an vicious dog under the Bylaw.
4. I submit herewith the sum of \$_____ in payment of all impounding fees payable by me pursuant to the Bylaw.

Signature of Owner