



**REGIONAL DISTRICT OF CENTRAL KOOTENAY**

**Bylaw No. 2389, 2014**

**A Bylaw to regulate the keeping of dogs  
within a specified area of Electoral Area K**

**CONSOLIDATED FOR CONVENIENCE  
ONLY AND HAS NO LEGAL SANCTION**

**REGIONAL DISTRICT OF CENTRAL KOOTENAY**

**Bylaw No. 2389**

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SANCTION**

**LIST OF AMENDMENTS TO SPECIFIED AREA OF ELECTORAL AREA K  
(see date at bottom of last page of amendments) WHICH ARE INCLUDED IN THIS  
CONSOLIDATED VERSION OF THE BYLAW**

<b>Bylaw No. File No.</b>	<b>Adopted</b>	<b>Amendment</b>	<b>Purpose</b>
2395	March 20, 2014	“Regional District of Central Kootenay Defined Area of Electoral Area K Dog Control Bylaw No. 2389, 2014 is hereby amended by deleting Schedule A and replacing it with Schedule A attached to and forming part of this bylaw.”	Fee charged for the care and feeding of dogs during impoundment

## Regional District of Central Kootenay

### Bylaw No. 2389

#### A Bylaw to regulate the keeping of dogs within a specified area of Electoral Area K

WHEREAS the Board of the Regional District of Central Kootenay has, under the “Nakusp and Defined Electoral Area K Animal Control Bylaw No. 620, 1986” established a specified area within Electoral Area “K” for the purpose of providing an animal control service to the Village of Nakusp and the immediate adjacent area;

WHEREAS pursuant to Part 22 of the *Local Government Act*, the Board may, by bylaw, provide for the control of animals;

AND WHEREAS it is deemed expedient to regulate the keeping of dogs in the specified area of Electoral Area K;

AND WHEREAS the Village of Nakusp has adopted Bylaw No. 587 being the “Dog Control Bylaw No. 587, 2004” to provide for the control of animals in the Village of Nakusp;

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

#### **PART 1 – GENERAL**

1. This Bylaw may be cited for all purposes as the “Defined Area of Electoral Area K Dog Control Bylaw No.2389, 2014.”
2. The Board may enter into agreement with one or more qualified person(s) to act as the Regional District’s agent and to carry out the duties of a Dog Control Officer within the Control Area.
3. In this bylaw:

**DOG CONTROL OFFICER** means any person appointed by the Board as a Dog Control Officer and/or Animal Control Officer and also includes a Bylaw Enforcement Officer and a Peace Officer.

**BOARD** means the Board of the Regional District of Central Kootenay.

**DANGEROUS DOG** means a dog that:

- a. Killed or injured a person, domestic or farm animal, or has pursued or harassed a person;
- b. Any dog with a known propensity, tendency or disposition to attack without provocation other animals or humans;
- c. Is specifically bred or trained for fighting purposes;

- d. A Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler and any dog whose breeding includes one or more of the breeds enumerated in this paragraph.

**DOG** shall include both the male and the female of the species over six (6) months of age.

**GUIDE DOG** means a dog for which a valid and subsisting certificate has been issued under the *GUIDE DOG ACT*.

**INCURABLE DISEASE** includes rabies and injuries that will result in death.

**LEASH** means a line, thong or chain used for the purpose of restraining a dog and which does not exceed 183 centimeters in length and which is made of material of sufficient strength that the dog can not break it.

**NUISANCE DOG** means a dog deemed to be a nuisance, upon receipt of two written warnings, stating the dog disturbs the quiet, peace, enjoyment or comfort of the surrounding neighbourhood, through acts of persistent barking or howling.

**DOG AT LARGE** means being elsewhere than on the property of the owner while not in the immediate and effective control of a responsible person.

**POUND** shall mean any building or enclosure or place established for impounding dogs.

**OWNER** means a person:

- a. who owns, is in possession of, or has the care and control of an animal;
- b. who harbours, shelters, permits or allows an animal to remain on or about that person's premises, or
- c. who is the custodial parent or legal guardian of a child under the age of 18 years who owns, is in possession of, or has the care or control of an animal.

## **PART II - CONTROL OF DOGS**

1. Every owner of a dog:
  - a. Shall keep the dog under immediate and effective control while not on the owner's property;
  - b. Shall keep the dog on a leash while it is not on the owner's property;
  - c. Shall keep the dog confined so it cannot escape while it is on the owner's property;
  - d. Shall keep all dogs carried in the rear of an open vehicle on a leash or harness so that the dog is securely kept in the vehicle and unable to reach beyond the sides of the vehicle; and
  - e. Keep the dog from straying or trespassing onto property other than property owned or occupied by the owner.
2. Every owner of a dog must ensure that:
  - a. The dog does not pursue or harass a person; and
  - b. The dog does not kill or injure a person or domestic animal.

3. Every owner of a dangerous dog:
  - a. Shall keep the dog muzzled and effectively secured on a leash no more than 2 meters in length while not on the owner's property;
  - b. Shall keep the dog securely confined either indoors or in an enclosed pen or other structure capable of preventing the entry of young children and adequately constructed to prevent the dog from escaping while the dog is on the owner's property; and
  - c. Shall prominently display a sign stating "Beware of Dog" at the front and rear entrances to the owner's property. Said sign to be at least 12 inches x 12 inches in size, yellow in colour with large bold black lettering.
4. Every owner of a dog that has bitten a person or domestic animal shall keep the dog muzzled while not on the owner's property.
5. The owner of a dog that is in heat;
  - a. Must keep the dog securely confined indoors or within a building or enclosure that will prevent the escape of the dog or entry of other dogs when the dog is on private property; and
  - b. Must keep the dog on a leash when it is in a public place.
6. No owner may allow a dog or dogs to call, cry or bark, continuously or sporadically in such a way that the noise is audible outside of the parcel where the dog or dogs are kept as such noise is objectionable and liable to disturb the peace, rest, enjoyment, comfort or convenience of the surrounding neighbourhood, or of persons residing in the vicinity.
7. The owner of a dog that is declared a nuisance must take such actions as may be deemed necessary to ensure the bylaw is not further contravened.
8. Every owner who keeps an animal which normally resides outside, or which is kept outside unsupervised for extended periods of time, shall ensure the animal is provided with an enclosure that meets the following criteria:
  - a. A total area that is at least three times the length of the animal in all directions;
  - b. Contains a house or shelter that will provide protection from heat, cold and wet that is appropriate to the animal's weight and type of coat. Such shelter must provide sufficient space to allow the animal the ability to turn around freely and lie in a normal position;
  - c. Shall provide sufficient shade to protect the animal from the direct rays of the sun at all times; and
  - d. Pens and runs must be regularly cleaned and sanitized and excreta removed and properly disposed of.

### **PART III – POUND OPERATION**

1. The Dog Control Officer, alone or with others, may seize, impound or detain any dog found to be running at large in the Village of Nakusp or in area serviced under this bylaw.

2. If a dog is impounded under this Bylaw, the Dog Control Officer must, if the owner is known, notify the owner by mail or telephone that the dog has been impounded and advise of the fee required, contained herein, for the release of the dog. If the owner, so notified, does not contact the Dog Control Officer to arrange for the release of the dog or appear at the pound within four (4) days and release the dog so impounded by payment of the fees and expenses chargeable under this Bylaw, the Dog Control Officer may sell or destroy the dog.
3. If a dog is impounded under this Bylaw and the owner is not known by the Dog Control Officer and the owner does not contact the Dog Control Officer or appear at the pound to release the dog so impounded by payment of the fees and expenses chargeable under this Bylaw, after four (4) days the Dog Control Officer may sell or destroy the dog.
4. The Dog Control Officer shall record in a book kept for that purpose or through electronic means, the following information:
  - a. The number and description of each dog impounded.
  - b. The name of the person who brought or caused the animal to be impounded.
  - c. The date and time on which the animal was received, redeemed, sold or destroyed.
  - d. The fees paid by the redeeming party.
  - e. The amount of the proceeds of the sale, if any.

#### **PART IV – IMPOUNDMENT**

1. The owner of an animal that has been impounded pursuant to this Bylaw may recover the animal from the Dog Control Officer by providing the Dog Control Officer with proof of ownership and by paying the fees prescribed in Schedule “A” of this Bylaw, in accordance with the number of days the animal was impounded and the number of times the animal has been impounded.
2. The owner of an unlicensed dog living in the Village of Nakusp, must also replace the dog’s license tag or license the dog, and pay the fees prescribed in the Village of Nakusp’s current Dog Control Bylaw for the purposes, before recovering the dog from the Dog Control Officer.
3. The owner of a dangerous dog who wants to reclaim a dangerous dog that has been impounded must pay, in addition to the regular impound fees, the surcharge and other charges stated in Schedule “A” for the handling and care of a dangerous dog, and must read, complete and sign the release attached as Schedule “B” of this Bylaw.
4. The Dog Control Officer may sell, dispose of, or humanely destroy a dog after the expiration of 96 hours from the date of impoundment, or with the consent of the owner.
5. The proceeds of the sale of any impounded dog sold under the provisions of this Bylaw, less the cost of impounding, sustenance fees and attending the sale, shall be turned over to the Regional District of Central Kootenay at least once each month.

6. The owner of a dog shall pay the maintenance and other applicable fees set out in Schedule "A" of this Bylaw, even if the owner does not reclaim the dog.
7. The Dog Control Officer may destroy and dog that is suffering from an incurable disease.
8. No person shall rescue, attempt to rescue or release any dog in the pound or in the custody of the Dog Control Officer pursuant to this Bylaw.
9. The Dog Control Officer may, where necessary employ the use of lures, baits, nets, tranquilizer gun, sonic and mechanical devises or any other means of apprehending dogs provided always that such methods are applied humanely.

#### **PART V – RIGHT OF ENTRY**

1. The Dog Control Officer is hereby authorized to enter, at all reasonable times, upon any property within the Village of Nakusp and the specified area of Electoral Area K in order to ascertain whether the provisions of this Bylaw are being obeyed.
2. No person shall hinder, delay or obstruct the Dog Control Officer or any person lawfully engaged in the execution of his or her duties under this Bylaw.

#### **PART VI – SCHEDULES**

1. Schedules "A" and "B" of this Bylaw form a part of this Bylaw and are enforceable in the same manner as this Bylaw.

#### **PART VII – PENALTIES**

1. Any person who contravenes this Bylaw or other requirements made or imposed under this Bylaw, or amendments thereto, is guilty of an offence and is liable to a fine not exceeding \$500.00.
2. Where an offence is committed or continues for more than one day, a person shall be deemed to have committed separate offences for each day on or during which an offence occurs or continues, and separate fines, each not exceeding \$500.00, may be imposed for each day on or during which an offence occurs or continues.
3. Nothing in this Bylaw shall restrict the Regional District of Central Kootenay from utilizing any other remedy that would otherwise be available to the Regional District of Central Kootenay at law.

**PART VIII – EXCEPTION**

1. Nothing in this Bylaw shall apply to a Guide Dog.

**PART IX – REPEAL**

Bylaw No. 660, the “Village of Nakusp and Defined Area K Dog Regulation and Impounding Bylaw No. 660” and all amendments thereto are hereby repealed.

Bylaw No. 1752, the “Defined Area of Electoral Area K Dog Control Bylaw No. 1752, 2005” and all amendments thereto are hereby repealed.

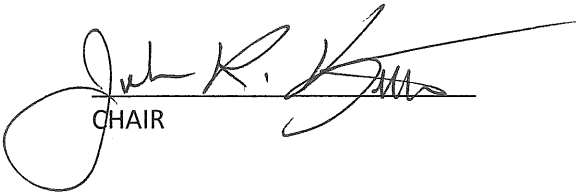
READ A FIRST TIME this 13<sup>th</sup> day of February, 2014.

READ A SECOND TIME this 13<sup>th</sup> day of February, 2014.

READ A THIRD TIME this 13<sup>th</sup> day of February, 2014.

ADOPTED by an affirmative vote of at least two-thirds of the votes cast this

13<sup>th</sup> day of February, 2014.

  
CHAIR

  
SECRETARY



**SCHEDULE A  
BYLAW NO. 2389, 2014**

**IMPOUND FEES**

**For each impoundment for which there was no previous impoundment within the previous three (3) months:**

- \$50.00 for unspayed female dogs, unneutered male dogs, dogs in excess of two (2) per property
- \$35.00 for all other dogs

**For each impoundment within three (3) months of the first:**

- \$100.00 for unspayed female dogs, unneutered male dogs, dogs in excess of two (2) per property
- \$70.00 for all other dogs

**For the third and subsequent impoundment within three (3) months of the first:**

- \$200.00 for all dogs

**Dangerous dog surcharge:**

- \$350.00 for all dogs defined in Part 2 of the Bylaw upon completion of Schedule "B"

**OTHER FEES**

Actual cost    Euthanasia fee  
Actual cost    Veterinary fee

**In addition to the foregoing, a fee in the amount of \$20.00 will be charged in each case for the care and feeding of dogs during impoundment**

**SCHEDULE B  
BYLAW NO. 2389, 2014**

**DANGEROUS DOG REGISTRATION**

1. I, \_\_\_\_\_ of  
(name of owner)

\_\_\_\_\_  
(address of owner)

Hereby apply for the release of:

Dog's name: \_\_\_\_\_

Breed: \_\_\_\_\_

Colour: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

2. I am the owner of the dog.

3. I am aware and have been informed that the Dog is a dangerous dog within the meaning of Bylaw No. **2389, 2014**, and I am aware of the responsibility and potential liability which rest with me in keeping or harbouring the Dog, and state the Dog will be kept at:

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4. I hereby acknowledge, covenant and agree with the Regional District of Central Kootenay:

a. That I will, at all times when the Dog is not kept on a leash and muzzle and under the control of a person who is competent to control the Dog, keep the Dog in a dwelling or accessory building, or within a securely locked enclosure complying with the requirements of Bylaw No. **2389, 2014**, and

b. That I save harmless and indemnify the Regional District of Central Kootenay, its Dog Control Officer, and any of its officers, employees, agents or elected officials from and against any and all actions, causes of action, proceedings, claims, demands, losses, damages, cost or expense whatsoever and by whomever brought in any way arising from or caused by the release of the Dog to me or the keeping or

harbouring of any dog by me and, without limiting the generality of the foregoing, for any personal injury or death inflicted on or any other animal or any person by the Dog or any damages to property caused by the Dog.

- c. That, if the Dog Control Officer has reasonable grounds, the officer may apply to the Provincial Court for an order that the Dog be destroyed in the manner specified in the order and that a dog that has been seized under this section may not be impounded and detained for more than twenty-one (21) days unless court proceedings for a destruction order are commenced within that time (Section 49 of the *Community Charter*).

- 5. I submit herewith the sum of \$ \_\_\_\_\_ in payment of all fees payable by me pursuant to Bylaw No. \_\_\_\_\_.

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(signature of dog owner)

(date)

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(print name of dog owner)

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(signature of witness)

(date)

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(print name of witness)

**"Defined Area of Electoral Area K Dog Control Bylaw No.2389, 2014".**

