REGIONAL DISTRICT OF CENTRAL KOOTENAY

Bylaw No. 3009

A bylaw for the regulation of dangerous and aggressive dogs.

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

AND WHEREAS the Community Charter Section 49 provides Regional Districts with special powers in relation to dangerous dogs;

NOW THEREFORE the Board of the Regional District of Central Kootenay, in open meeting assembled, HEREBY ENACTS as follows:

APPLICATION

1 This bylaw is applicable to Electoral Areas A, B, and C of the Regional District of Central Kootenay.

DEFINITIONS

2 In this bylaw 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 person, dog or animal;
(b) Any Dog which, without provocation, has a known tendency or disposition to attack and / or cause injury to other animals or humans without provocation;
(c) Any Dog that has been deemed an Aggressive Dog by a Dog Control Officer; and
(d) Any Dog declared a Dangerous Dog by a Court in of the Province of B.C.

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 is not on the property of the Owner and not Under Effective Control by the Owner or a competent person.

Board means the Board of Directors of the Regional District of Central Kootenay.

Building means a roofed independent free-standing permanent structure enclosed within external walls or dividing walls that extend from the foundations to the roof and comprises one or more rooms or other space.

Charter means the *Community Charter* [S B C 2 0 0 3] Chapter 26, as amended from time to time.

Confined means the Dog is unable to escape from the owner's property.

Dangerous Dog means a Dog that has been determined to be a Dangerous Dog by a Judge of the Provincial Court of British Columbia under *Community Charter* Section 49.

Dog means an Animal of the canine species, including a dog-wolf or dog-coyote hybrid, and may include Aggressive and Dangerous Dogs. "Dog" shall include both the male and the female of the species over six (6) months of age.

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, an employee, servant, agent, or contractor of the Regional District. 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*.

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.

Fine means the penalty as set out in the Regional District's Bylaw Enforcement Notice and Dispute Adjudication System Bylaw and/or Regional District's Municipal Ticketing Information System Bylaw.

Injury means a physical injury to a person or Animal that includes scrapes, pinches, fractures, punctures, lacerations and any other injuries that require medical attention.

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 securely held by the Owner.

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

Owner means any person who owns, possesses, shelters or bears responsibility for any Dog, or who lawfully permits any Dog to remain on private land, premises, or property, and includes the custodial parent or legal guardian of a child under the age of 18 years who would

otherwise be the Owner of any Dog.

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 current membership to a recognized professional canine behaviour organization.

Regional District means the Regional District of Central Kootenay and may be referred to as the Regional District in the context of this bylaw.

Under Effective Control means a Dog is within sight of its Owner, or on a leash, and responds and complies immediately with all commands at the direction of its Owner.

EFFECTIVE CONTROL OF DOGS

3 No Owner shall cause or permit their Dog to remain outside a fence, pen, or enclosure unless the *Dog is Under Effective Control.*

IMPOUNDING OF DOGS

4 (1) The Dog Control Officer may seize and impound any Aggressive or Dangerous Dog.

(2) The Dog Owner shall retrieve any impounded Dog, and:

(a) provide current, government issued identification and proof of ownership of the Dog;
(b) pay all impound, maintenance and sustenance and additional applicable fees related to that Dog, as set out in Schedule "A" of this bylaw; and
(c) prior to release of an Aggressive Dog, the Owner must read, complete and sign the Aggressive Dog Registration, as set out in Schedule B o f this bylaw;

(3) Without limiting the generality of section 4(2)(b) of this bylaw, any Owner of a Dog that has been impounded must pay all impound, maintenance and sustenance, and all other applicable fees regardless of whether or not the Owner claims the Dog from Impound.

(4) Where an Impounded Dog is not retrieved and 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 Dog Control Officer, the Regional District may sell or dispose of the Dog.

AGGRESSIVE DOGS

5 (1) When not on the Owner's property 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.

(2) When not on the Owner's property, the Owner of an Aggressive Dog shall keep the Dog effectively Muzzled. at all times to prevent the Dog from biting another Dog, Animal or person.

(3) The Owner of an Aggressive Dog shall ensure that the Leash referred in section 5 (1) of this bylaw is held by a person that is physically and mentally capable of keeping the Dog Under Control.

(4) The Owner of an Aggressive Dog shall ensure that while an Aggressive Dog is on private property it is at all times:

(a) Securely confined within an Enclosure; or
(b) Securely confined within a Building

(5) The Owner of an Aggressive Dog shall permit the Dog Control Officer to photograph the Dog for identification purposes.

(6) The Owner of an Aggressive 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.

(7) The Owner of an Aggressive Dog shall complete and sign the Regional District's Aggressive Dog Registration, as set out in "Schedule B" of this bylaw.

(8) Where a Dog has exhibited behaviour that meets the definition of an Aggressive Dog in this bylaw, and

(a) there have been no incidents of aggression within the previous twelve-month period; and 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 Manager of Building and Bylaw Enforcement to suspend the requirements of Section 5 of this bylaw as it applies to an Aggressive Dog.

(9) If the requirements of this bylaw are suspended pursuant to section 5 (8)(a) 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 5.8 will be granted with respect to that Dog.

(10) The Owner of an Aggressive Dog shall prominently display a sign stating "Beware of Dog" at all entrances to the owner's property. The sign shall be at least 12 inches x 12 inches in size.

DANGEROUS DOGS

6 The Dog Control Officer in accordance with Section 49 of the *Community Charter*, may apply to the Provincial Court for an order that the Dangerous Dog be humanely euthanized in the manner specified in the order.

ADMINISTRATION AND ENFORCEMENT

7 (1) The Dog Control Officer is hereby authorized to enter, at all reasonable times, upon any property in the Regional District in order to ascertain whether the regulations in this bylaw are being obeyed.

(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.

(3) Any person who violated any provision of this bylaw commits an offence and is liable to a fine not exceeding $50,000.00 and cost of the prosecution.

(4) Each day a violation of the provisions of this bylaw exists or is permitted or suffered to exist shall constitute a separate offence.

(5) 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.

(6) Schedules "A", "B" and "C" of this bylaw form a part of this bylaw and are enforceable in the same manner as this bylaw.

REVIEW PROCESS

8 An Owner of a Dog that has been deemed an Aggressive Dog by a Dog Control Officer and is subject to enforcement action under Section 4 of this Bylaw may, within 10 business days of the enforcement action submit a written request for a review to the RDCK's General Manager with responsibility for Bylaw Enforcement. The request must include a statement outlining the basis for the review. The General Manager shall consider the relevant factors of the situation, the Owner's representations, and the input from staff when conducting their review. Following the review the General Manager may:

(a) confirm the enforcement action;
(b) vary or remove conditions or terms under Section 5 of this bylaw; or
(c) cancel the enforcement action

CITATION

9 This bylaw may be cited as **"Regional District of Central Kootenay Dangerous and Aggressive Dog Regulatory Bylaw No. 3009, 2025."**

READ A FIRST TIME this	17th	day of	July, 2025.
READ A SECOND TIME this	17th	day of	July, 2025.
READ A THIRD TIME this	22nd	day of	January, 2026.
RE-READ A THIRD TIME this	22nd	day of	October, 2026.
ADOPTED this	22nd	day of	October, 2026.

Aimee Watson, Board Chair

Mike Morrison, Corporate Officer

SCHEDULE A
Bylaw No. 3009

FEE SCHEDULE

First Impoundment Fee

$250 Per Aggressive Dog

In addition, there is a Maintenance and Sustenance Cost of $75 per day.

Second and Subsequent Impound Fee

$450 Per Aggressive Dog

In addition, there is a Maintenance and Sustenance Cost of $75 per day.

ADDITIONAL FEES

Aggressive and Dangerous Dog Registration

$250 per Dog as per this bylaw and Schedule B

Euthanasia

Actual Cost

Veterinarian

Actual Cost

SCHEDULE B
Bylaw No. 3009

AGGRESSIVE DOG REGISTRATION

(1) I, of
(Name of Owner)
(Address of Owner)

Hereby apply for the release of:

Dog's Name:

Breed:

Colour: Sex:

Age: Current Photograph of Dog Attached:

(2) I am the owner of the Dog.

(3) I am aware and have been informed that the Dog is an Aggressive Dog within the meaning of Bylaw No. 3009 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:

(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 Responsible Dog Ownership Bylaw No. 3009; 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 Charter).

(5) I submit herewith the sum of $250.00 in payment and all other fees payable by me pursuant to Bylaw No. 3009.

(Signature of Dog Owner) (Date)

(Print Name of Dog Owner)

(Signature of Witness) (Date)

(Print name of Witness)