

THOMPSON-NICOLA REGIONAL DISTRICT

DANGEROUS DOG CONTROL BYLAW NO. 2383

A BYLAW TO REGULATE THE CONTROL OF DANGEROUS DOGS IN ELECTORAL AREAS "I", "M", "N" and "P" OF THE THOMPSON-NICOLA REGIONAL DISTRICT

WHEREAS pursuant to the *Local Government Act*, R.S.B.C. 1996, Chapter 323, the Board of Directors of Thompson-Nicola Regional District may, by Bylaw, establish a service in relation to animal control;

AND WHEREAS the Board of Directors has established a dangerous dog control service under the provisions of "Dangerous Dog Control Service Establishment Bylaw No. 2379, 2013" with Electoral Areas "I", "M", "N" and "P" in the Thompson-Nicola Regional District participating in the service;

AND WHEREAS the Board of Directors of Thompson-Nicola Regional District deems it desirable to provide for regulation and enforcement in relation to the dangerous dog control service,

NOW THEREFORE the Board of Directors of Thompson-Nicola Regional District, hereby ENACTS AS FOLLOWS:

1. Title

1.1 This Bylaw may be cited for all purposes as the "Dangerous Dog Control Bylaw No. 2383, 2013".

2. Definitions

2.1 Words or phrases defined in the British Columbia *Interpretation Act*, *Community Charter*, or *Local Government Act* or any successor legislation shall have the same meaning when used in this Bylaw, unless otherwise defined in this Bylaw. Unless otherwise stated, and notwithstanding the case used (upper case or lower case), when words or phrases that are defined in this section 2 of this Bylaw are used in the body or schedules of this Bylaw, they have the meaning ascribed to them as set out in section 2:

"ANIMAL CONTROL OFFICER" means an employee, officer or agent of *TNRD*, or a police officer, who has been designated by the Board as an Animal Control Officer for the purposes of this Bylaw, or his or her delegate.

"BOARD" means the Board of Directors of Thompson-Nicola Regional District

"DANGEROUS DOG" means any dog that:

(a) has killed or seriously injured a person,

(b) has killed or seriously injured a domestic animal in a public place or while on private property, other than property owned or occupied by the person responsible for the dog, or

(c) an Animal Control Officer has reasonable grounds to believe is likely to kill or seriously injure a person.

“DOG” means both male and female of the canine species over the age of four months.

“GUIDE DOG” means a dog that is a “guide animal”, as that term is defined in the *Guide Animal Act*, R.S.B.C. Chapter 177.

“OWNER” means any person, partnership, association or corporation that:

(a) owns a *dog*; or

(b) is in possession of, gives shelter to, feeds, keeps or who has control or custody of a *dog*, excluding those persons providing veterinary services to a *dog*.

“PERSON” means any individual, group of individuals, society, corporation, or partnership, and the personal or other legal representative of a person.

“POUND” means the facility or facilities designated by TNRD, which are used for the temporary housing and care of dangerous dogs that have been seized pursuant to this Bylaw.

“TNRD” shall mean Thompson-Nicola Regional District;

2.2 The Schedule(s) attached to this Bylaw are incorporated into and form part of this Bylaw and are enforceable in the same manner as this Bylaw.

3. Authority, Application and Enforcement

3.1 This bylaw shall take effect on January 1st, 2014.

3.2 This Bylaw shall apply to the entirety of all lands within Electoral Areas “I”, “M”, “N” and “P” of the *TNRD*.

3.3 A Peace Officer, Bylaw Enforcement Officer, *Animal Control Officer* or designate and any other *person* duly authorized by *TNRD* may enter onto any property at any reasonable time to ascertain whether the provisions of this Bylaw are being observed and may take whatever action deemed necessary in accordance with this Bylaw.

3.4 No *person* shall obstruct, interfere with or prevent an *Animal Control Officer* from carrying out their duties as prescribed in this Bylaw.

3.5 The provisions of this Bylaw shall not apply to *guide dogs*.

4. Dangerous Dogs

- 4.1 Any *Animal Control Officer* shall have the authority and the discretion to make a determination that a *dog* is a *dangerous dog*.
- 4.2 An *Animal Control Officer* may seize a *dog* if the officer determines on reasonable grounds that the *dog* is a *dangerous dog* and may detain and impound the *dog* for twenty-one (21) days, or longer where an application for a destruction order is made to the Provincial Court by an *Animal Control Officer*.
- 4.3 Upon seizing a *dog*, if an *Animal Control Officer* does not apply to the Provincial Court for a destruction order within twenty-one (21) days of seizure, the *dog* shall be returned to the *Owner*, upon payment to *TNRD* of all fines, fees or penalties due pursuant to this Bylaw.
- 4.4 Upon seizing a *dog*, if an *Animal Control Officer* does apply to the Provincial Court for a destruction order:
- (a) if a destruction order is granted by the Court, the *dog* shall be destroyed in accordance with the order and the *Owner* shall pay *TNRD* all fines, fees or penalties due pursuant to this Bylaw; and
 - (b) if a destruction order is not granted by the Court, the *dog* shall be returned to the *Owner*, upon payment to *TNRD* of all fines, fees and penalties due pursuant to this Bylaw.
- 4.5 Any *Owner* of a *dog* that has been determined to be a *dangerous dog* pursuant to this Bylaw may voluntarily surrender the *dog* to the *TNRD* for destruction, at no cost to the *Owner* (destruction fee shall be waived by *TNRD*). Before the *TNRD* will accept such *dog* for destruction the *Owner* must sign a Consent for Euthanasia/Surrender form, in the form established by the *TNRD* from time to time.
- 4.6 An *Animal Control Officer* may require an *Owner* to provide proof of ownership of a *dog*, to the satisfaction of the *Animal Control Officer*, prior to return of a *dog* to the *Owner* or surrender of a *dog* for destruction in accordance with this Bylaw.

5. Impounding of Dangerous Dogs

- 5.1 **Pound** – *TNRD* may provide or arrange by contract with others to provide *pound(s)* or other such buildings, yards, enclosures and motor vehicles as may be deemed necessary for the care, keeping and transportation of *dogs* that have been seized in accordance with this Bylaw.
- 5.2 **Release** – no *dog* may be released from a *pound* until all provisions of this Bylaw have been met and all fines, fees and penalties have been paid.

- 5.3 **Unlawful Release** – it is unlawful for any *person*, other than an *Animal Control Officer* acting in the course of its duties, to release or rescue or to attempt to release or rescue any *dog* lawfully in the custody of the *Animal Control Officer* or a *pound*.
- 5.4 **Notice to Owner** – if an impounded *dog's* *Owner* is known to an *Animal Control Officer*, the *Animal Control Officer* shall make reasonable efforts to notify the *Owner* of the impounded *dog* by telephone or mail, whichever is the most practical, that the *dog* has been impounded.
- 5.5 **Notice of Impoundment** – if an impounded *dog's* *Owner* is not known to an *Animal Control Officer*, the *Animal Control Officer* shall make reasonable efforts to locate the *Owner* by posting a “Notice of Impoundment”, in the form established by the *TNRD* from time to time, at the *pound* where the *dog* is impounded, on *TNRD's* website or on *TNRD's* bulletin board at its head office located at #400 – 465 Victoria Street, Kamloops, BC.
- 5.6 **Unclaimed dogs** – if a *dog* that is determined to be a *dangerous dog* is impounded for at least seven (7) days and the *dog* remains unclaimed despite the reasonable efforts of an *Animal Control Officer* to notify or locate the *Owner*, then an *Animal Control Officer* may transfer the *dog* to a veterinarian capable of receiving the *dog* and instruct the veterinarian to destroy the *dog*.
- 5.7 **Responsibility for Fines, Fees and Penalties**– the *Owner* of a *dog* seized in accordance with this Bylaw is responsible to pay all fees, fines or penalties imposed in accordance with this Bylaw and its Schedule(s).
- 5.8 **Unpaid Fees or Fines** – if a *dog* is impounded for at least seven (7) days [including where fines, fees or penalties are not paid in the circumstances described in subsections 4.3 or 4.4(b) above] during which period the *Owner* of the *dog* does not pay all fees, fines or penalties imposed in accordance with this Bylaw and its Schedule(s), then an *Animal Control Officer* may transfer the *dog* to a veterinarian capable of receiving the *dog* and instruct the veterinarian to destroy the *dog*.

6. Offences and Penalties

- 6.1 Any *person* who contravenes any provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention of any provision of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any provision of this Bylaw, commits an offence against this Bylaw and is subject to:
- (a) a fine in accordance with the Thompson-Nicola Regional District Municipal Ticket Information Bylaw if an information respecting the contravention is laid by means of a ticket;
 - (b) upon summary conviction, a fine not exceeding \$10,000 and the costs of prosecution or imprisonment for not more than six (6) months or both;

(c) a penalty not exceeding \$500 in accordance the *Local Government Bylaw Notice Enforcement Act* if a bylaw notice is issued respecting the contravention; or

(d) any combination of the above.

6.2 Each day a new contravention of or failure to comply with any provision of this Bylaw continues to exist shall constitute a separate offence.

6.3 Any penalty imposed pursuant to this Bylaw shall be in addition to, and not in substitution for, any other penalty or remedy imposed pursuant to any other applicable statute, law, or regulation.

7. Severability

7.1 If any portion of this Bylaw is held to be invalid by a Court of competent jurisdiction, such invalidity does not affect the remaining portions of the Bylaw.

Read a first time the 30th day of May, 2013.

Read a second time the 30th day of May, 2013.

Read a third time the 30th day of May, 2013.

Adopted this 30th day of May, 2013.



Chair



Corporate Officer

**THOMPSON-NICOLA REGIONAL DISTRICT
SCHEDULE "A": IMPOUND FEES**

Impound Fee:

Minimum impound fee for any *dog* impounded in accordance with this Bylaw \$350

Board and Maintenance Fee:

Additional fee per day or part thereof per impounded *dog* \$20

Impound Fee - Extra Costs:

The *Owner* of a *dog* shall be responsible for any extraordinary costs and/or fees for equipment, labour, or services incurred and assessed by *TNRD* for extraordinary resources necessary to control and impound an impounded *dog*.

Destruction Fees:

Fee payable for destruction of a *dog** Actual cost of destruction not to exceed an amount of \$200

*fee waived where *dog* voluntarily surrendered for destruction in accordance with subsection 4.5 of Dangerous Dog Control Bylaw