

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 1018

Being a Bylaw to Amend the Regional District of Central Okanagan Dog Regulation and Impounding Bylaw No. 366.

WHEREAS the Regional District of Central Okanagan has enacted the Regional District of Central Okanagan Dog Regulation and Impounding Bylaw No. 366;

AND WHEREAS the Regional District of Central Okanagan considers that it is necessary to amend the Regional District of Central Okanagan Dog Regulation and Impounding Bylaw No. 366;

NOW THEREFORE, the Regional District of Central Okanagan in open meeting assembled enacts as follows:

1. In Subsection 2 (a) delete the words "excluding the Municipality of the City of Kelowna and the Corporation of the District of Peachland."
2. In Subsection 2 (c) delete the definition in its entirety and replace it with, "**Dangerous Dog** means any **dog** that has been the subject of an **owner's** conviction of an offence against Section 17.3 or 17.4 of this bylaw."
3. In Subsection 2 (r) delete the definition in its entirety and replace it with, "**Run at large** for **dogs** other than **dangerous** or **aggressive dogs** means a **dog** being away from its **owners** premises while;
 - i. Not being confined within a closed vehicle, or
 - ii. Not being in visual sight of and under the care, custody and control of an **owner** or
 - iii. In a park area designated for **dogs** to be off leash, not being in visual sight of and under the care, custody and control of the **owner**."
4. In Subsection 2 add the following definitions and rearrange all definitions alphabetically:

Aggressive dog means any **dog** that has been the subject of an **owner's** conviction of an offence against Subsection 17.5 or 17.6 of this bylaw.

Minor injury means a physical injury to a person, companion animal or domestic animal that consist of pinches, minor localized bruising or small punctures, tears or lacerations.

Run at large for **dangerous dogs** means a **dangerous dog** that is outside of its **owners** building premises on private property or a public place while;

- i. Not being confined within a closed vehicle, or
- ii. Not being held on a **short leash** by an owner, or
- iii. Not being held in a locked **enclosure**.

Run at large for aggressive dogs means an **aggressive dog** that is outside of its **owners** building premises on private property or a public place while;

- iv. Not being confined within a closed vehicle, or
- v. Not being held on a **short leash** by an **owner**, or
- vi. Not being held in a locked **enclosure**.

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 attack.

Short leash means a leash with a fixed total length of 2 meters or less.

5. Delete Subsections 13.1 and 13.2 in their entirety and replace them with new Sections 13.0 to 13.4 as follows:

- 13.0 Except as provided in Sections 13.1, 13.2 13.3 17.1 or 1.7.2 any **dog** while outside a building premise shall be kept in a fenced area or pen, constructed in accordance with Schedule "D" of this bylaw.

Where a **dog**, other than a **dangerous dog** or an **aggressive dog** is outside at its **owner's** premises and is not in a fenced area or pen as required in Section 13, the dog shall be in visual sight of and under the care, custody and control of an **owner**.

Where a **dog**, other than a **dangerous dog** or an **aggressive dog** is away from its **owner's** premises and in a public place, the **dog** shall be on a leash held by an **owner** unless the **dog** is in park area designated for **dogs** to be off leash or participating in a dog show or trial recognized by the appropriate local government jurisdiction.

Where a **dog**, other than a **dangerous dog** or an **aggressive dog**, is away from its **owner's** premises on other's private property, the **dog** shall be in visual sight of and in the care, control and custody of an **owner** who shall also be with the **dog** on the same private property.

No **owner** shall allow or suffer his **dog** to leave or deposit any feces on any public or private property or any park, boulevard or road allowance other than the property of the **owner** of the **dog**, unless the **owner** immediately removes such feces and disposes of same in a sanitary fashion."

6. Delete Subsection 17, 17.1 and 17.2 in their entirety and replace them with new Subsections 17.1. to 17.8 as follows:

- 17.1 The **owner** of every **dangerous dog** shall, when the **dog** is outside of its **owner's** building premises and not kept within a closed vehicle, keep the dog on a **short leash** controlled and effectively muzzled, or keep the **dangerous dog** within a locked **enclosure**.

The **owner** of every **aggressive dog** shall, when such **dog** is outside of its **owner's** building premises and not kept within a closed vehicle, keep the **dog** controlled on a **short leash** or keep the **aggressive dog** within a locked **enclosure**.

An **owner** shall control his **dog** to ensure that the **dog** shall not kill or without provocation, seriously injure a person.

An **owner** shall control his **dog** to ensure that the **dog** shall not, without provocation, while in a public place or while on private property, other than property occupied by the person responsible for the **dog**, kill or seriously injure a companion animal or a domestic animal.

An **owner** shall control his **dog** to ensure that the **dog** shall not, without provocation, aggressively pursue, **inflict minor injury**, harass, cause **secondary injury**, chase or approach a person on public or private property in an attitude of attack.

An **owner** shall control his **dog** to ensure that the **dog** shall not, without provocation, aggressively pursue, inflict **minor injury**, harass, cause **secondary injury** or chase a domestic animal or companion animal.

An **owner** shall control his **dog** to ensure that the **dog** shall not become a nuisance by repeated unprovoked charging or lunging at a fence adjacent to a premise or street.

Where an **owner** of an **aggressive dog** has been the subject of a total of only one conviction of Section 17.5 or 17.6 of this bylaw for that specific **dog** and the **dog** is not involved in any subsequent convictions for violation of Sections 17.1, 17.2, 17.3, 17.4, 17.5 or 17.6 for a period of 36 months from the date of the first conviction, the **dog** will no longer be considered to be an **aggressive dog**.

7. Delete Section 27 in its entirety and replace it with a new Section 27 as follows:

Where a **dog** observed to **run at large** by a **Dog Control Officer** is apprehended on private property, the **Officer** shall attempt to contact the occupant of the property. Where no person is at the building premises, the **Dog Control Officer** shall post a notice at the building premises advising that the described **dog** has been impounded for **running at large**. The notice shall include the 24 hour dog control telephone number and a description of the **dog**. Where the **dog**, other than a **dangerous dog** or **aggressive dog**, lives at the property from which it was impounded, the **owner** may be served an appropriate violation ticket and the **dog** will be returned without an impound fee being charged. Where the impounded **dog** does not live on the premises from which it was impounded or is a **dangerous dog** or an **aggressive dog** the appropriate impound fee will be charged when the **dog** is retrieved from the pound.

8. Delete Section 32 in its entirety and replace it with a new Section 32 as follows:

32. The **owner** of any **dog** impounded pursuant to this bylaw, other than a **dog** that is or will be the subject of a destruction order application as provided for in the Livestock Protection Act or the Local Government Act may reclaim the **dog** on application to the **Pound Keeper** after providing proof of ownership, paying the applicable fees and where the **dog** is a **dangerous dog** or an **aggressive dog**, demonstrating that the **dog's owner** has an **enclosure** available for that **dangerous dog** or **aggressive dog**. The applicable fees are as follows:

32.1 For **dangerous dogs** an impoundment fee of \$500.00 for the first impoundment, \$2,000.00 for the second impoundment and \$3,000.00 for the third and increasing \$1,000.00 more for each subsequent impoundments plus applicable license fees and an additional \$50.00 fee if the **dog** is not currently correctly licensed.

For **aggressive dogs** an impoundment fee of \$100.00 for the first impoundment, \$500.00 for the second impoundment, \$750.00 for the third impoundment and increasing \$250.00 more for each subsequent impoundment plus applicable license fees and an additional \$50.00 fee if the **dog** is not currently correctly licensed.

32.3 For **dogs** other than **dangerous dogs** or **aggressive dogs**, an impounding fee of \$25.00 for the first impoundment, \$50.00 for the second impoundment, \$150.00 for the third impoundment and increasing \$100.00 more for each subsequent impoundment plus applicable license fees and an additional \$50.00 fee if the **dog** is not currently correctly licensed.

A maintenance fee of \$10.00 per day or part day of detention.

Where a **dog**, other than a **dangerous dog** or an **aggressive dog**, is not impounded or the subject of a conviction under the Dog Regulation and Impounding Bylaw for a period of 24 months, the impoundment fees will be charged on the basis that the **dog** has no impoundment record.

Where a **dog** is adopted to a new owner, the new owner will not be responsible to pay the impound fees generated by the **dogs** impound record prior to adopting the dog.

9. Delete Section 33 in its entirety.

10. This bylaw may be cited for all purposes as the "Regional District of Central Okanagan Dog Regulation and Impounding Amendment Bylaw No. 1018, 2003."

READ A FIRST TIME THIS 26th DAY OF May 2003.

READ A SECOND TIME THIS 26th DAY OF May 2003.

READ A THIRD TIME THIS 26th DAY OF May 2003.

RECONSIDERED AND ADOPTED THIS 18th DAY OF August 2003.



Chair



Director of Corporate Services

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1018 cited as the "Regional District of Central Okanagan Dog Regulation and Impounding Amendment Bylaw No. 1018, 2003" as read a third time by the Regional Board on the 26th day of May, 2003.

Dated at Kelowna, B.C.
this 16th day of June, 2003.



Director of Corporate Services

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1018 cited as the "Regional District of Central Okanagan Dog Regulation and Impounding Amendment Bylaw No. 1018, 2003" as adopted by the Regional Board on the 18th day of August, 2003.

Dated at Kelowna, B.C. this
19th day of August 2003.



Director of Corporate Services