



DOG CONTROL, LICENSING AND TICKETING BYLAW NO. 908, 2009

CONSOLIDATED VERSION FOR CONVENIENCE ONLY

Bylaw No. 908, 2009 - adopted September 1, 2009

**Includes the Following
Amending Bylaws:**

Date Adopted

Bylaw No. 1001, 2014

April 22, 2014

Bylaw No. 1048, 2017

February 6, 2017

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING BYLAW NO. 908, 2009**

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**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO. 908, 2009 – CONSOLIDATED VERSION**

A Bylaw to provide for the Control, Licensing, and Ticketing of Dogs

WHEREAS pursuant to the *Community Charter* the Council may, by bylaw, regulate, prohibit and impose requirements in relation to animals;

AND WHEREAS Council considers it to be in the public interest to regulate, prohibit and impose requirements for dogs within the District of Chetwynd;

NOW THEREFORE, the Council of the District of Chetwynd, in open meeting assembled, hereby enacts as follows:

1. **CITATION**

This bylaw may be cited as “Dog Control, Licensing, and Ticketing Bylaw No. 908, 2009”.

2. **DEFINITIONS**

“**Animal Control Officer**” means any person appointed by the Council to enforce this bylaw;

“**Barking or Cries**” includes but is not limited to the sound made by a dog barking or howling or any kind of noise continually or sporadically or erratically for any period of time in excess of 10 minutes;

“**Bite**” means wound to the skin causing it to bruise, puncture or break;

“**Bylaw Enforcement Officer**” means any person appointed by the Council to enforce District bylaws;

“**Council**” means the Council of the District of Chetwynd;

“**Dangerous Dog**” has the same meaning as defined in the *Community Charter*;

“**Disposition**” in relation to a dog means destruction, adoption or transfer to the S.P.C.A. or other animal welfare agency;

“**District**” means the District of Chetwynd;

“**Dog**” means a domestic dog apparently over the age of eight (8) weeks;

“**Enclosure**” means a chain or other material of sufficient strength forming or causing a confined area suitable for control of the dog for which it is designed and built; and the total area is at least twice the length of the animal in all directions; prevents the entry of young children into the enclosed area; and prevents the dog from escaping;

“Guard Dog” means any dog trained to protect persons or property by attacking or threatening to attack any person found within the area patrolled by the dog;

“Guard Dog – Adequate Signage” means a 20” x 20” sign, painted yellow, upon which there is a picture of the head of a dog with its fangs exposed and the words “Guard Dog on Duty”; and further, at the bottom of the sign, the telephone number of the owner of the dog or person responsible for controlling the dog;

“Kennel” means a building or structure in which, or where three (3) or more dogs are kept, trained, cared for, boarded, groomed or kept for any purpose whatsoever;

“Muzzle” means a fitted device placed over the mouth of the dog that is of sufficient strength and design to prevent the dog from biting any person or other animal and is suitable to allow for the dog to breathe and cool himself normally;

“Owner” means a person who:

- (a) is the licensed owner of the dog;
- (b) has the legal title to the dog;
- (c) has possession or custody of the dog, either temporarily or permanently;
- (d) harbours the dog or allows the dog to remain on his premises; or
- (e) keeps a dog.

“Responsible person” means any person who is over the age of 16 and is physically able to maintain control over the dog;

“Run at Large” means a dog that is:

- (a) not leashed and under immediate control of a competent person while on a highway or in a park or other public place;
- (b) straying or trespassing on private property;
- (c) on unfenced land and not securely tethered or contained; or
- (d) not under immediate control of a peace officer or security guard while acting in the course of his or her duties;

“Seriously Injured” means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery;

“Senior” means any person turning sixty five (65) or older in the year they have made an application for a license for a dog;

“S.P.C.A.” means the society continued under the *Prevention of Cruelty to Animals Act* RSBC 1996, c.372;

“Veterinarian Certificate” means a certificate issued by a registered Veterinarian; and

“Violation Notice” means a violation notice issued under section 9.

3. ENFORCEMENT

Animal Control Officers and Bylaw Enforcement Officers are authorized to administer and enforce the provisions of this bylaw.

4. LICENSES

- 4.1** Every person who owns, possesses or harbours any dog eight (8) weeks of age or over shall obtain a license for such dog on or before the 1st day of January every year, and pay to the District the fee for each license in accordance with Schedule "A" attached hereto and forming part of this bylaw.
- 4.2** The owner of a dog shall provide proof of age to the Animal Control Officer for any dog claimed to be less than eight (8) weeks of age.
- 4.3** Where a dog attains the age of eight (8) weeks the owner shall apply for the license within one (1) week of the dog attaining the age of eight (8) weeks.
- 4.4** Upon purchasing a license for a spayed female or neutered male dog, the owner may be required to provide proof in the form of a Veterinarian Certificate that the said dog has been spayed or neutered, as the case may be, and the certificate will be sufficient proof for all subsequent licenses issued for such dog.
- 4.5** A license issued under this bylaw shall be for the calendar year in which the license is issued, and such license shall expire on the 31st day of December in the year in which the license was issued.
- 4.6** A license issued to a dog under this bylaw shall be for one dog only and such license is not transferable to any other dog.
- 4.7** Every person issued a license for a dog shall receive a tag for each dog, which shall at all times be fastened to a collar or harness worn on the dog for which the fee was paid.
- 4.8** The Animal Control Officer, upon being satisfied that a tag issued hereunder has been lost or stolen, is authorized to issue a replacement tag on payment of the fee in accordance with Schedule "B" of this bylaw.
- 4.9** Where a dog is introduced into the District from another local government and a current valid dog license was issued from that local government, the license fee for the current year in the District will be the fee for a substitute tag in accordance with Schedule "B" of this bylaw.
- 4.10** A dog license may be issued to a person over 19 years of age who has legal title to the dog.

5. CONTROL

- 5.1** No owner of a dog shall allow or permit the dog to run at large within the District.
- 5.2** Every person who owns, possesses, or harbours any dog shall keep it on a leash and under the immediate control of a responsible person while upon a highway or public place within the District.

6. DOG IN HEAT

- 6.1** No person who is the owner of an unspayed female dog shall permit such dog to leave the premises of the owner during such dog's ovulatory period except to convey the dog directly to a veterinarian or boarding kennel.
- 6.2** Where a female dog to which section 6.1 applies has been impounded, the Animal Control Officer shall detain such dog at the expense of the owner while such dog is in heat, and sections 11.4 and 11.5 of this bylaw shall not apply until the expiration of such period, and the owner has paid the penalties under Schedule "C" to this bylaw.

7. GUARD DOG

- 7.1** It shall be unlawful for any person to place or maintain a guard dog in any area for the protection of persons property unless all of the following provisions are met:
- (a) the dog is confined to an enclosed area adequate to ensure it will not escape or the dog is under the immediate control of a handler at all times when not securely enclosed;
 - (b) the owner or other persons in control of the premises upon which a guard dog is maintained shall post warning signs on, over or next to all exterior doors stating that a guard dog is on Duty on the premises;
 - (c) at least one warning sign shall be posted at each driveway or entranceway to the premises;
 - (d) warning signs are posted in lettering clearly visible from the curbline or at a distance of fifty (50) feet from the enclosure, whichever is lesser, and shall contain a telephone number where a person responsible for controlling such guard dog can be reached twenty-four (24) hours a day.
- 7.2** Prior to the placing of a guard dog on any property, the person or persons responsible for the placement shall inform the Bylaw Enforcement Officer, the Animal Control Officer, RCMP and the fire department as follows:
- (a) in writing, of their intention to post said guard dog or dogs;
 - (b) the number of dogs to be posted;
 - (c) the location where said dog or dogs will be posted;

- (d) the approximate length of time said dog or dogs will be guarding the area;
- (e) the breed, sex and age of each guard dog; and
- (f) the dog license number of each dog.

7.3 Information required to be provided in this section must be given in December of each year.

7.4 When a guard dog is on duty, it must be confined securely within the area in which the dog is guarding, and in a manner as to prevent the dog from endangering any person or other animal, including a person lawfully entering upon the premises where the dog is located.

7.5 There shall not be more than two (2) guard dogs on duty at any time on any property.

8. PROHIBITIONS

No person shall:

- (a) own, keep or harbour any dog over the age of eight (8) weeks for which a license has not been issued by the District for the current year in accordance with this bylaw.
- (b) own, keep or harbour any dog over the age of eight (8) weeks which is not wearing a license tag issued by the District for the current year.
- (c) as the owner or having control of the dog, except in the case of an assistance dog and that at the relevant time, is in the control or care of a person whose disability renders that person incapable of removing and disposing of the fecal matter, :
 - (i) fail to remove excrement forthwith from property other than his or her own property; or
 - (ii) permit excrement on his own property to accumulate in such a manner as to be offensive to smell or create unsanitary conditions.
- (d) keep or harbour a dog which, by its barking or cries unduly disturbs the peace, quiet, rest, enjoyment, or comfort of the neighborhood.
- (e) own, keep or harbour a dangerous dog, unless such dangerous dog is securely fastened at all times in such a place and in such a manner that it does not endanger the safety of any person or other animal.
- (f) permit a dog to attack an individual or another animal.
- (g) own, keep or harbour a dog in a condition within the municipality, where the keeping of the dog results in an accumulation of fecal matter, an odour, insect infestation or rodent attractants which endanger the health of the dog or any person, or which disturb or are likely to disturb the enjoyment, comfort or convenience of any person in or about any dwelling, office, public or commercial establishment.

9. DOG CONTROL VIOLATION NOTICE

- 9.1** The District’s Animal Control Officer is hereby empowered and authorized to issue violation notices for offences against this bylaw.
- 9.2** The violation notice shall be in the form attached hereto as Schedule “E” of this bylaw.
- 9.3** The Animal Control Officer shall sign the violation notice and shall indicate the offence charged on the ticket, and the amount of the penalty.
- 9.4** Offences for which violation notices may be issued and the words designating the offence are set out in Schedule “E”.
- 9.5** A person to whom a violation notice is delivered may either:
- (a) attend voluntarily at the District Office and pay the specified penalty within the specified time, or,
 - (b) sign the violation notice where indicated, advising their desire to dispute the ticket before a Judge who has general supervision of the Provincial Court within the District of Chetwynd.

10. ANIMAL SHELTER (the ‘Pound’)

Bylaw No.
1001, 2014

- 10.1** The District of Chetwynd establishes that impounded dogs may be taken to such buildings, yards and enclosures as may be deemed necessary for the facilities as a Pound to retain dogs impounded pursuant to this bylaw, or taken to and cared for by a contracted third party for the duration of the contract, and shall be cared for within the guidelines as set out within that contract.
- 10.2** During any period of impoundment, every dog shall be supplied with a sufficient quantity of food, water and shelter.
- 10.3** If an impounded dog is not reclaimed within seventy-two (72) hours of detention, such dog may be disposed of as follows:
- (a) by humane destruction;
 - (b) adopted by eligible persons; or
 - (c) surrendered to the S.P.C.A. or another animal welfare agency capable of arranging for adoption of the animal to eligible persons.

11. GENERAL PROVISIONS

- 11.1** Any Police Officer, Animal Control Officer, or Bylaw Enforcement Officer may seize any dog which is found running at large within the District.

11.2 Immediately after making a seizure under section 11.1, a Police Officer or Bylaw Enforcement Officer shall deliver such dog to the Animal Control Officer who shall receive such dog and retain it within the Pound and to make reasonable efforts to contact the owners for return to the owners in accordance with this bylaw or disposition in accordance with this bylaw or the *Community Charter*.

11.3 If a dog impounded under this bylaw is not reclaimed within seventy two (72) hours of detention, such animal may be disposed of by humane destruction, adopted by eligible persons or surrender to the S.P.C.A. or other animal welfare agency for adoption of the animal to eligible persons.

Bylaw No.
1048, 2017

Such persons shall complete Schedule “F”, Dog Adoption Application and pay fees as described on Schedule “C” prior to adopting an impounded dog that is eligible for adoption.

11.4 Should the Animal Control Officer be unable to ascertain or contact the owner of any dog received by the Pound, and if the said dog is not reclaimed within seventy two (72) hours of detention, the dog is subject to disposition by the Animal Control Officer.

11.5 The owner, possessor or harbourer of any dog impounded under this bylaw may reclaim their dog upon application to the Animal Control Officer during normal Pound working hours, Monday to Friday, 8:00 am to 4:30 pm, excluding holidays, at any time prior to its disposition with proof of ownership and upon payment of the following fees:

- (a) in the case of such dog not being licensed for the current year, the prescribed license fees as set out in Schedule “A”; plus
- (b) pound fees for seizing and impounding such dog as set out in Schedule “C”, plus
- (c) any current and outstanding fees incurred in respect of the dog under this bylaw; and
- (d) any unpaid penalties.

11.6 Any person who in any way interferes resists or willfully obstructs the Animal Control Officer or any other person lawfully engaged in impounding any dog or carrying out any other duty pursuant to the provisions of this bylaw is guilty of an offense against this bylaw.

11.7 Any person who, without lawful authority takes or attempts to take out of impoundment any dog lawfully impounded shall be guilty of an offense against this bylaw.

11.8 No person shall remove a dog from impoundment without the authority of the Animal Control Officer.

- 11.9** The owner or occupier of any private property within the District who finds any dog trespassing upon his or her private property, may seize and impound such dog and contact the Animal Control Officer for disposition.
- 11.10** The Animal Control Officer may at any time, within his discretion, destroy or cause to be destroyed any dog suffering from any incurable disease, injury or mutilation, to prevent cruel suffering or the spread of disease.
- 11.11** The Animal Control Officer may at any time, seize and take control of any dog where, in his or her opinion, such animal is suffering from cruelty and the seizure is reasonably necessary to prevent continued suffering.
- 11.12** The owner of any dog shall provide all of the following:
- (a) clean, fresh drinking water available and suitable food of sufficient quantity and quality to allow for normal, healthy growth and the maintenance of normal, healthy body weight;
 - (b) food and water receptacles that are kept clean and disinfected and located so as to avoid contamination by excreta;
 - (c) the opportunity for periodic exercise sufficient to maintain good health; and
 - (d) necessary veterinary medical care when the animal exhibits signs of pain, illness, or suffering.
- 11.13** The owner of a dog which normally resides outside or is kept outside unsupervised for extended periods of time, shall ensure the dog is provided with an enclosure that:
- (a) contains a total area that is at least twice the length of the animal in all directions;
 - (b) contains a house or shelter that will provide protection from the heat, cold and wet that is appropriate to the animal's weight and type of coat, and the floor is constructed of material that is appropriate to the type of construction of the house or shelter. Such shelter must provide sufficient space to allow the animal the ability to turn around freely and lie in a normal position;
 - (c) provide sufficient shade to protect the animal from the direct rays of the sun at all times; and
 - (d) is regularly cleaned and sanitized and excreta removed and properly disposed of.
- 11.14** The owner must attach a swivel clasp on the chain on the portion attached to the collar of the dog.

11.15 No person may cause a dog:

- (a) to be hitched, tied or fastened to a fixed object where a choke collar or choke chain forms part of the securing apparatus, or where a rope or cord is tied directly around the animal's neck;
- (b) to be confined to an area that is less than twice the length of the animal in all directions; and
- (c) to be hitched, tied, fastened to a fixed object or confined to an area on unoccupied property.

11.16 No person shall tether or chain a dog:

- (a) to any fence, sign, traffic control device or other improvement, or otherwise in a public area so as to obstruct or impede any person or thing;
- (b) on private property in such a way that the animal is able to leave the boundaries of the private property; or
- (c) in any place and in such a manner that the animal may become entangled by the tether so as to severely restrict movement or cause pain and suffering.

11.17 No person shall confine or permit a dog to be confined to a hot enclosed space, including a motor vehicle, without adequate ventilation to prevent the dog from suffering discomfort or heat stroke.

11.18 No person shall confine or permit a dog to be confined to a cold enclosed space without adequate means of heating to prevent the dog from suffering unreasonable discomfort.

11.19 No person shall transport a dog in a vehicle outside the passenger compartment unless it is adequately confined or unless it is secured in a body harness or other manner of fastening which is adequate to prevent it from falling off/out of the vehicle and injuring itself and to prevent it from escaping and harming another person or animal.

11.20 No person shall adopt a dog from the Pound unless first having completed the "Dog Adoption Application" in the form of Schedule "F" attached to and forming part of this bylaw, and entering into an adoption agreement in the form of "Adoption Contract and Release" in the form of Schedule "G" attached to and forming part of this bylaw.

11.21 An owner may surrender a dog to the Pound for disposition of the animal after first obtaining approval from the Animal Control Officer and having completed the "Animal Surrender Form" in the form of Schedule "H" of this bylaw.

11.22 Any responsible person may borrow the live trap owned by the District for the purpose of capturing a dog that is running at large on his or her property after first obtaining approval of the Animal Control Officer and having completed the Agreement in the form of Schedule “I” of this bylaw.

12. RECLAIMING DOGS AFTER IMPOUNDMENT

12.1 Owners shall pay all penalties and impoundment fees in Schedule “C” to this bylaw before a dog is released by the Animal Control Officer.

12.2 Dogs will only be released during regular Pound working hours, 8:00 am to 4:30 pm, Monday to Friday, excluding holidays.

12.3 An owner may be required to provide additional security for the dog, before it is released by the Animal Control Officer as follows:

- (a) Where a dog has been impounded under the provisions of this bylaw and the Animal Control Officer deems it necessary for the dog to be enclosed in an area or on a tethering system, the owner may be required to provide proof of a sufficient enclosure or tether system to house the dog safely on their property before the Animal Control Officer releases the dog to the owner.
- (b) Where a dangerous dog has been impounded under the provisions of this bylaw, the owner may make application for release of the dangerous dog, in the form of Schedule “D” to this bylaw and under the conditions described in Appendix “A” to this bylaw.

13. KENNELS

13.1 No person shall keep, possess or harbour more than two (2) dogs within the District unless such person has obtained a kennel permit under this bylaw.

13.2 Application for a kennel permit shall be made to the Animal Control Officer in the form of Schedule “J” to this bylaw, stating the proposed location, verifying that the facilities for the dogs comply with S.P.C.A. specifications, and other District bylaws, and such further information as the Animal Control Officer may require.

13.3 If the application for a kennel permit is approved, the applicant shall obtain a license for each dog kept under the kennel permit.

13.4 Where a person operates a kennel, the Animal Control Officer must be satisfied that the owner has complied with the bylaws of the District regulating building, zoning, health and safety, sanitation and business.

14. REGISTER BOOK

14.1 The Animal Control Officer shall maintain a register book, within which shall be entered the number and description of every dog impounded, the day and hour on which the same was received, redeemed, or destroyed, and the amount of penalties, fees, and licenses paid by the redeeming party, the name and address of the redeeming party, and the proceeds, if any.

14.2 The Animal Control Officer, on the first day of each month in the year, will deliver to the Director of Financial Administration a copy of the records so made, in addition to any sums so received as penalties and licensing fees recovered under the provisions of this bylaw.

15. RIGHT OF ENTRY

15.1 An Animal Control Officer or Bylaw Enforcement Officer may enter upon or into any property in the District in accordance with section 16 of the *Community Charter* for one or more of the purposes described in section 16 (6) (a) or (b).

15.2 The power of entry under section 14.1 does not affect or impair any other right of entry, inspection, or seizure granted to a Bylaw Enforcement Officer or Animal Control Officer in relation to dogs under the *Community Charter* or other enactment.

16. VIOLATION NOTICE

Any person who violates any provisions of this bylaw may be served with a Violation Notice in a similar form of Schedule “E” of this bylaw.

17. CALCULATION OF TIME

In reckoning time for the purposes of this bylaw, any period of time expressed in days shall be exclusive of any holiday as defined by the *Interpretation Act*, R.S.B.C., as amended. Where the time limit or the date under this bylaw for any proceeding or for the doing of any thing expires or falls upon a day on which the District Offices are closed to the public, the time so limited shall extend to and such thing may be done on the day next, following on which the offices are open to the public.

18. FEES AND PENALTIES

18.1 All animal control fees and voluntary penalties must be paid in accordance with this bylaw, which are included in the schedules attached to and forming part of this bylaw.

18.2 Any person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention or violation of any of the provisions of this bylaw commits an offence and, upon conviction thereof before a Judge having jurisdiction, shall be liable to a fine not exceeding Five Hundred (\$500.00) Dollars.

18.3 Each day a violation, contravention or breach of this bylaw continues shall be a separate and distinct offence.

19. REPEAL

The District of Chetwynd “Dog Licensing, Control and Ticketing Bylaw No. 709/AC/98” is hereby repealed.

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO. 908, 2009**

SCHEDULE "A"

LICENSING FEES

1 Licensing

- 1.1 License fees are for licenses purchased after January 1st of the current year unless otherwise specified.
- 1.2 Owners are responsible to show proof of spayed or neutered dog.
- 1.3 Owners are responsible to show proof of purchase/ownership of dog.

2. Licensing Fees

- 2.1 Neutered male or spayed female dog \$12.00
- 2.2 Intact dog \$36.00
- 2.3 Dog under the age of six months \$12.00

Bylaw No.
1001, 2014

3. Kennel Licensing Fees \$75.00

4. Discounts

- 4.1 Discount of 10% for all licenses applies to a license issued to a senior, including a license issued under section 3.

- 4.2 Licenses purchased in advance, between November 15th and December 31st, for the following year:

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- (a) Neutered male or spayed female dog \$ 9.00
- (b) Intact dog \$27.00
- (c) Dog under the age of six months \$ 9.00

Bylaw No.
1001, 2014

**DISTRICT OF CHETWYND
BYLAW NO.908, 2009**

SCHEDULE "B"

FEES FOR REPLACEMENT TAGS

Fees for Replacement Tags	Fee	Seniors
1. Replacement of lost or stolen tag*	\$4.00	\$2.00
2. Substitute for current tag of another jurisdiction	\$6.00	\$3.00

*Proof of purchase of original license to be presented at time of purchase of replacement tag.

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO.908, 2009**

SCHEDULE “C”

Bylaw No. 1048, 2017

PENALTIES, IMPOUNDMENT AND ADOPTION FEES

1. For the following offences, the penalties shall be:

OFFENCE

Section 8(a)	Unlicensed dog
Section 8(b)	Dog not wearing a tag
Section 5.1	Dog running at large
Section 8(c)	Failure to remove dog excrement
Section 8(g)	Inadequate conditions for keeping dogs
Section 11.12	Insufficient care of dog
Section 11.13	Inadequate outside enclosure for dog
Section 11.15	Inadequate security of dog
Section 11.16	Inadequate tethering or chaining a dog
Section 11.17	Inadequate confinement of dog in hot enclosure
Section 11.18	Inadequate confinement of dog in cold enclosure
Section 11.19	Inadequate transporting of dog

PENALTIES

1st offence	\$ 50.00
2nd offence	\$100.00
3rd offence	\$150.00

For the 4th and subsequent offences, the penalties shall increase by \$50.00 for each offence.

All penalties will be calculated on offences of the same owner during the previous twelve (12) calendar months.

2. For the following offence, the penalties shall be:

OFFENCE

Section 8(d)	Barking dog
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PENALTIES

1 st offence	\$100.00
2 nd offence	\$150.00

For the 3rd and subsequent offences, the penalties shall increase by \$50.00 for each offence.

3. For the following offence, the penalties shall be:

<u>OFFENCE</u>	<u>PENALTIES</u>
Section 8(e) Keeping of dangerous dog	\$300.00

In addition to the offence penalties, an impoundment fee of \$100 per day will be applied for handling and care of a dangerous dog; and, where applicable, an additional charge of \$30.00 per hour will be applied where an additional person is engaged by the Animal Control Officer to assist in impounding and handling a dangerous dog.

4. Where a dog has been impounded under section 6 of the bylaw, the owner shall pay the following penalties and required impoundment fees prior to the release of the dog:

For seizing and impounding an unsprayed female in heat, the penalties under section 1 above shall apply in addition to the following penalties:

1st impoundment	\$ 50.00
2nd impoundment	\$100.00

and the dog is to be held in all instances at the owners expense (\$10 per day) until the ovulatory period is finished.

5. IMPOUNDMENT FEES

Where a dog has been impounded under any offence of this bylaw, the following impoundment fees apply for food and shelter:

Bylaw No. 1048, 2017	Per day (6 hours or more)	\$ 20.00
	Per part day (less than 6 hours)	\$ 10.00

6. ADOPTION FEES

Bylaw No.
1048, 2017

Where an impounded dog is eligible to be adopted and Schedule "F" has been completed by the potential new owner, the adoption fee per dog shall be \$100.00 and such adoption fee shall include a dog license and tag within the District of Chetwynd.

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO.908, 2009**

SCHEDULE "D"

APPLICATION FOR RELEASE OF DANGEROUS DOG

I, _____, of (address) _____

hereby apply for the release of:

Breed: _____

Dog's Name: _____

Color: _____

Sex: _____

Weight: _____

Age: _____

Tattoo or identification marking: _____

which has been impounded pursuant to the District of Chetwynd Dog Control, Licensing and Ticketing Bylaw No. _____, and I declare the following:

1. I am the owner of the above dog.
2. I am aware and have been informed that the dog is a "dangerous dog" within the meaning of the *Community Charter*, and I am aware of the responsibility and potential liability which rests with me in keeping or harbouring such a dog, and state that the dog will be kept at: (address) _____.
3. In consideration of the release of such dog to me, I hereby acknowledge, covenant and agree with the District of Chetwynd:
 - (a) that I will at all times when the said dog is not effectively muzzled, on a leash and under the immediate control of a person who is responsible to control the dog, keep such dog in a dwelling or accessory building or within a securely locked enclosure complying with the requirements of District of Chetwynd bylaws and regulations; and,
 - (b) that I herewith agree to save harmless and indemnify the District of Chetwynd, its Animal Control Officer and any of its officers, employees, agents or elected or appointed officials from any proceedings, claims, demands, losses, damages, costs or expenses whatsoever and by whomsoever brought in any way arising from or caused by the release of such dog to me or the keeping or harbouring of such 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 such dog or any damage to property caused by such dog.

4. I herewith submit the sum of \$_____ in payment of all license and impoundment fees payable by me pursuant to the District of Chetwynd Animal Control, Licensing and Ticketing Bylaw.

I have read the terms, conditions and requirements of this application and agree to abide by everything contained in this application and the provisions of the District of Chetwynd Animal Control, Licensing and Ticketing Bylaw and including the “Conditions for Harboring a Dangerous Dog” attached as Appendix “A” to this application.

Signed by:

Owner of Dangerous Dog Described Above

Signature of Witness

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO.908, 2009**

APPENDIX “A” TO SCHEDULE “D”

CONDITIONS FOR HARBORING A DANGEROUS DOG

1. The owner of a dangerous dog shall take all necessary steps to ensure that it does not bite, chase or attack any human or other animal whether the person or animal is on the property of the owner or not.
2. No person who owns, possesses, or harbors a dangerous dog shall permit, suffer, or allow the dog to be on any highway, or any public place that is not owned or controlled by that person, unless the dog is sufficiently muzzled and harnessed and leashed and under the immediate control of a responsible person, so as to prevent the dog from biting or injuring another animal or person.
3. When a dangerous dog is on the premises of it’s owner, it shall be kept indoors, or confined in a securely enclosed and locked pen, or other structure constructed and secured in such a fashion as to prevent the dog from endangering any person or other animal, including a person lawfully entering upon the premises where the dog is located.
4. Any such pen shall have a secure top and sides and either have a secure bottom or the sides shall be imbedded in the ground to a minimum depth of thirty (30) centimeters.
5. Upon receiving a complaint in writing that a dog has attacked or attempted to attack any human or animal, if the owner can be ascertained, and if the Animal Control Officer considers that the dog is a dangerous dog, the Animal Control Officer or other Authorized representative of the District shall notify the owner in writing that the dog is now considered a dangerous dog, and may order the owner of the animal in writing to effectively muzzle the dog.
6. Under the provisions of the *Community Charter*, if an Animal Control Officer or other representative of the District believes that the dog is a dangerous dog, the Animal Control Officer, or other representative of the District may apply to the provincial court for an order that the dog be destroyed in the manner specified in the order.
7. An owner of a dangerous dog may cause or allow a dangerous dog to be in a public place or on privately owned property with consent of the owner only if:
 - (a) the dog is firmly held on a leash or secured in an enclosure;
 - (b) firmly held by a responsible person to restrain the dangerous dog; and
 - (c) muzzled by a properly fitted humane device.

8. An owner of a dangerous dog must:
 - (a) display a sign at each entrance to the parcel of land on which the dog is kept;
 - (b) display a sign on the building or structure in which the dog is kept;
 - (c) display signs in accordance with (a) and (b) of this section must include the following:
 - (i) Contain the word “WARNING” with words measuring at least six centimeters high and twenty centimeters wide;
 - (ii) Contain the phrase “Dangerous Dog on Premises” with words measuring at least two centimeters high and twenty five centimeters wide;
 - (iii) Contain a realistic picture or illustration measuring at least fourteen centimeters high and fourteen centimeters wide showing the head of a dog with bared teeth; and
 - (d) post the signage so it is not easily removed.
9. Within two (2) working days of selling or giving away the dangerous dog, the owner of a dangerous dog must provide the District with the name, address and telephone number of the dangerous dog’s new owner.
10. Within two (2) working days of the death of a dangerous dog, the owner must advise the District of the death of the dangerous dog.
11. An owner must advise the District or the RCMP if the dangerous dog is running at large, or has bitten or has attacked a person or animal.
12. No person may deface or remove a sign posted under section 8 of these conditions and the Animal Control, Licensing and Ticketing Bylaw.
13. The owner of any dangerous dog impounded under the Animal Control, Licensing and Ticketing Bylaw may reclaim it on application to the Animal Control Officer within Seventy-Two (72) hours from the time of its seizure by providing proof of ownership, paying any impoundment and related fees as set out in Schedule “C” to the Animal Control, Licensing and Ticketing Bylaw and any applicable penalties, and delivering to the Animal Control Officer an executed statement in the form of Schedule “D”, the “Application for the Release of a Dangerous Dog”, available from the Animal Control Officer.
14. If a dangerous dog has been impounded and is not reclaimed within the Seventy-Two (72) hour impounding period, the Animal Control Officer may cause such dangerous dog to be destroyed, provided that where the owner of such dangerous dog requests a further period of time in which to construct an enclosure for the dog, the Animal Control Officer may extend the time limit to reclaim the dog for a period of not more than ten (10) days upon receipt of additional fees specified in Schedule “C”.

15. Insurance

- (a) Every owner of a dangerous dog shall maintain in force a liability insurance policy in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence, covering personal injury and property damage which may be caused by that owner's dangerous dog. The insurance must name the District of Chetwynd as an additional named insured, and contain a clause requiring that the insurer inform the District of any material change in the insurance, including cancellation.
- (b) Prior to obtaining or renewing a license under the Animal Control, Licensing and Ticketing Bylaw, an owner of a dangerous dog shall provide to the Animal Control Officer with proof of the insurance required under subsection 15(a).
- (c) If the liability insurance required by subsection 15(a) is not maintained in force, any license in respect of the affected dog is void.

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO.908, 2009**

SCHEDULE "E"

DOG CONTROL VIOLATION NOTICE

The following offence(s) against the Dog Control, Licensing and Ticketing Bylaw No. _____ was witnessed by the undersigned:

Bylaw Enforcement Officer

Date

OFFENCE

- | | | |
|-------|---|--------------------------|
| 8(a) | Unlicensed dog..... | <input type="checkbox"/> |
| 8(b) | Dog not wearing a tag..... | <input type="checkbox"/> |
| 5.1 | Dog Running at large | <input type="checkbox"/> |
| 8(e) | Dangerous dog | <input type="checkbox"/> |
| 8(d) | Barking dog | <input type="checkbox"/> |
| 8(c) | Failure to remove dog excrement | <input type="checkbox"/> |
| 8(g) | Inadequate conditions for keeping dog | <input type="checkbox"/> |
| 11.12 | Insufficient care of dog | <input type="checkbox"/> |
| 11.13 | Inadequate outside enclosure for dog | <input type="checkbox"/> |
| 11.15 | Inadequate security of dog | <input type="checkbox"/> |
| 11.16 | Inadequate tethering or chaining of dog | <input type="checkbox"/> |
| 11.17 | Inadequate confinement of dog in hot enclosure | <input type="checkbox"/> |
| 11.18 | Inadequate confinement of dog in cold enclosure | <input type="checkbox"/> |
| 11.19 | Inadequate transporting of dog | <input type="checkbox"/> |

Date notice served: _____

Location: _____

Description of Dog: _____

Owner: _____

Address: _____

Phone number: _____

Penalty assessed pursuant to the District of Chetwynd, Animal Control, Licensing and Ticketing Bylaw No. _____, is

\$ _____

NOTE: Payment of the above penalties may be made at the District of Chetwynd, Municipal Hall, 5400 North Access Road, Chetwynd B.C. VOC IJO, during regular office hours, 8:00 am to 4:30 pm, Monday to Friday, excluding holidays. Non payment of this penalty within 30 days from the date of this Notice shall constitute an offence against the Dog Control, Licensing and Ticketing By-law and shall be subject to the penalties and prosecuted in a like manner to section 18 of the Animal Control, Licensing and Ticketing By-law No. _____.

If you wish to dispute this violation notice, please complete the section on the reverse side of this notice and deliver this notice to the District of Chetwynd.

SCHEDULE "E"
(reverse side of Dog Control Violation Notice)

Please complete this side of the notice if you wish to dispute this violation notice.

Please complete the section below and return this notice to the District of Chetwynd, Municipal Hall located at 5400 North Access Road, Box 357, Chetwynd, B. C. V0C 1J0 within 30 days of the date of the Ticket. The District of Chetwynd will serve you notice, at the address indicated below, of the date and time of the Court Date.

(Please note that a \$500.00 penalty may be imposed)

I, _____

of _____
(street address)

(mailing address)

(home telephone number)

(work telephone number)

wish to dispute this violation notice and will appear in Court on the date so notified, and will be prepared to give evidence in support of this dispute. I understand that failing to appear, and/or failure to pay the penalty within the specified time constitutes an offence.

Signature

Date

FOR OFFICE USE ONLY:

District of Chetwynd (verification)

Date

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO. 908, 2009**

SCHEDULE "F"

DOG ADOPTION APPLICATION

Name: _____ Phone #: _____ Alt. # _____

Civic Address: _____

Mailing Address: _____

Ages of any minor children in the home: _____

Telephone # of owner of property: _____

Have you ever adopted a dog before (i.e.: SPCA or other rescue): _____

If so, where? _____

Size and description of dog you are looking for: _____

Male Female Personality traits most desired: _____

Please 'check' the appropriate sections below

- In the event that a dog to our liking should come available we are aware of and willing to uphold the animal control bylaws of the District of Chetwynd including:
- (i) Purchasing and keeping license tag current each calendar year;
 - (ii) Keeping the dog on leash and in control by a responsible person at all times while off resident property, and
 - (iii) Taking any precautionary methods needed to keep the peace in our neighborhood (i.e. training the dog not to bark constantly).
- OR
- We intend to give the dog a permanent home outside the District limits.
- We are aware of and are willing to provide any and all necessary veterinary treatment required by the dog including:
- (i) yearly vaccines (or as often as we and our vet determine), and
 - (ii) spay or neuter in the best interest of the dog
 - (iii) any emergency treatment as required

Please provide one (1) reference: Name: _____ Telephone: _____

The District of Chetwynd reserves the right to refuse any application to adopt a dog and provides no guarantee of availability for specific breeds or sizes of dogs. The District is not liable for any action on the part of the dog after it has been adopted.

Signature

Date

APPROVED: _____ **DATE:** _____

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO. 908, 2009**

SCHEDULE "G"

ADOPTION CONTRACT AND RELEASE:

Adopter must be over the age of 19 and have consent of landlord (if applicable)

Adopter's Name: _____	Box No.: _____
Street Address: _____	Phone #: _____
Cell/ Business Phone #: _____	ID #: _____

Breed of Dog: _____	Name: _____	M/F _____
Altered: <input type="checkbox"/> Yes	<input type="checkbox"/> No	Spay/Neuter Expiry Date: _____
Vaccination Due By: _____		

PLEASE READ CAREFULLY BEFORE SIGNING:

In consideration for receiving the above described dog, I hereby agree to pay any adoption fees and comply with the provisions of the District of Chetwynd Animal Control, Licensing and Ticketing Bylaw and the following conditions as set out below:

- 1 I will give the dog humane treatment and care at all times; including grooming, exercise and the provision of food, water, shelter and veterinary care
- 2 I understand that any prescribed fee includes a first vaccination and sterilization surgery only at the Chetwynd Veterinary Clinic.
- 3 I will provide the dog with a collar and will purchase a license tag each calendar year so long as the dog resides within municipal limits (an ID tag with a name and phone # is also highly recommended)
- 4 I understand that the District of Chetwynd accepts no responsibility for the present or future health or actions of the dog once it has been adopted.
- 5 I herewith submit the sum of \$_____ in payment of adoption fees in order to adopt the dog as described above.

Bylaw No. 1048, 2017

Owner Signature: _____

Owner Signature: _____

District of Chetwynd Signature: _____

Date: _____

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO. 908, 2009**

SCHEDULE "H"

DOG SURRENDER FORM

I, _____, am the true owner of the dog I wish to surrender. I understand that the dog I am surrendering may have the potential of being euthanized, or placed at the Dawson Creek SPCA for adoption. I am aware of the policies of the BCSPCA wherein this animal may be placed in another home in any area of BC, and that the BCSPCA has full legal authority to euthanize this animal should it be deemed necessary.

Animal Name: _____ Age: _____ Breed: _____

Favourite Games/Toys: _____

Type and Amount of Food Given Daily: _____

House Trained: Yes No

Training Issues Not Solved: _____

Reasons for Surrendering the Animal: _____

Full Legal Name of Owner: _____

Telephone Number of Owner: _____

Signature

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO.908, 2009**

SCHEDULE "I"

**AGREEMENT FOR LOAN OF HUMANE TRAP OWNED BY THE DISTRICT OF
CHETWYND**

Name: _____ Phone #: _____ Alt. # _____

Civic Address: _____

Mailing Address: _____

Reasons for Capturing the Animal: _____

Plan for the Animal (post capture): _____

I agree under this agreement that I will borrow a live trap for the purpose of humane capture of an animal, namely _____ (cat/dog). I agree that the trap is in good working order at the time of loan, and agree to return the trap in the same condition within _____ (time). In the event that the trap is damaged while it is under my care, I agree to cover costs of repair or replacement, within reason.

Signed:

Borrower

District Employee

Date: _____

Return Date: _____

**DISTRICT OF CHETWYND
DOG CONTROL, LICENSING AND TICKETING
BYLAW NO.908, 2009**

SCHEDULE "J"

APPLICATION AND PERMIT TO OPERATE A KENNEL

PERSONAL INFORMATION:

Name: _____

Street Address: _____

Mailing Address: _____

Telephone Number: _____

Alternate phone number: _____

EMERGENCY CONTACT:

In case of an emergency involving the animals in your care an alternate handler that would be available should we be unable to contact primary handler.

Name: _____

Telephone Number: _____

Alternate phone number: _____

KENNEL INFORMATION:

Maximum number of dogs expected at any one time: _____

Number of kennel spaces: _____

Street address of kennel, if other than above: _____

Amount of space available for dog run: _____

Plan for disease management and sanitation: _____

Other details of the proposed kennel operation: _____

IT IS AN OFFENCE TO MAKE A FALSE DECLARATION

I declare that the above statements of facts are correct in accordance with the particulars of this application. I agree to comply with all the bylaws of the District of Chetwynd, the provisions of the Community Charter and all related Provincial and Federal Codes, Acts and Regulations.

Signature of Applicant

Date

<p>FOR OFFICE USE ONLY:</p> <p>Zoning: _____</p> <p>SPCA Requirements: _____</p> <p>Building: _____</p> <p>Other Bylaws: _____</p> <p>Other Information: _____</p> <p>Expiry Date: _____</p>

PERMIT TO OPERATE A KENNEL

** To be displayed in a conspicuous location within the kennel facility*

Kennel Name: _____

A Kennel Permit is hereby issued to: _____

for a kennel to be operated from _____

in the District of Chetwynd, British Columbia.

Animal Control Officer

Date