

City of Langford

Animal Responsibility Bylaw No. 2239, 2026

A bylaw to establish provisions for animal control, responsibilities for animal owners, licencing, penalties and enforcement in the City of Langford

Citation

1 This bylaw may be cited as the “Animal Responsibility Bylaw No. 2239, 2026”.

Repeal

2 The “Animal Regulation and Impounding By-law No. 1, 1986” is repealed.

Definitions

3 In this bylaw:

“Aggressive Behaviour” means behaviour by a Dog that unduly intimidates or threatens to harm a Person or Domestic Animal and includes, but is not limited to, snarling, growling, lunging at, or pursuing a Person or Domestic Animal;

“Aggressive Dog” means a Dog that has been designated as an Aggressive Dog by an Animal Control Officer in accordance with this bylaw;

“Aggressive Dog Licence” means a licence issued to the Owner of an Aggressive Dog in accordance with this bylaw;

“Animal” means any member of the animal kingdom, other than a human being, that is or is intended to be domesticated, kept as a pet, or a commercial undertaking, but excludes wildlife and controlled alien species as defined in the *Wildlife Act*;

“Animal Control Officer” means:

- (a) an employee or Person contracted by the City to enforce this bylaw;
- (b) an employee, officer or agent designated as an animal control officer by Council pursuant to the *Community Charter*,
- (c) a Peace Officer, or
- (d) a Bylaw Enforcement Officer;

“Animal Shelter” means any building, enclosure, or place established for Impounding Animals in accordance with this bylaw;

“At Large” means:

- (a) in relation to a Dog:
 - (i) in a Public Place or Off-leash Area, not Under Control;
 - (ii) on private property not owned or occupied by the Dog Owner, not restrained by means of a Leash and Under Control;

(iii) on unenclosed property owned or occupied by the Dog Owner, not contained in a manner which prevents the Dog from roaming outside of that property;

(b) in relation to an Aggressive Dog or Dangerous Dog that is on private property, not contained in an Enclosure or securely confined within a dwelling;

(c) in relation to another Animal, in a Public Place and not in the immediate care and control of the Owner;

“Attractant” means any substance or material, with or without odour, which attracts or is likely to attract Dangerous Wildlife, and includes but is not limited to antifreeze, paint, food products, unclean barbecues, pet food, livestock and livestock feed, beehives, bird feeders, offal, improperly maintained compost, restaurant grease barrels, and accumulation of fruit in containers or on the ground;

“Bird” means poultry, doves, ducks, and ornamental birds, but excludes peacocks;

“Bylaw Enforcement Officer” means:

(a) members of the Royal Canadian Mounted Police,

(b) bylaw enforcement officers appointed pursuant to the *Police Act*, RSBC 1996, c. 367, as amended from time to time, or

(c) a Person appointed by Council or the City to enforce the bylaws of the City;

“Cat” means an Animal of the *Felis catus* family, commonly known as a domestic cat, irrespective of sex or age;

“City” means the City of Langford;

“*Community Charter*” means the *Community Charter*, SBC 2003, c. 26, as amended from time to time;

“Council” means the Council of the City of Langford;

“Dangerous Dog” means a Dog that is designated as a Dangerous Dog under this bylaw;

“Dangerous Dog Licence” means a licence issued to the Owner of a Dangerous Dog in accordance with this bylaw;

“Dangerous Wildlife” has the same meaning as in the *Wildlife Act*;

“Deliver” means, in relation to a notice:

(a) to send by regular or registered mail,

(b) leave with a Person,

(c) post upon some part of a Person’s property, or

(d) deposit in a mailbox or mail slot at the Person’s last known residence or place of business;

“Dog” means an Animal of the *Canis familiaris* family, commonly known as a domestic dog, irrespective of sex or age;

“Dog Licence” means a dog licence issued in accordance with this bylaw and consisting of a tag

which is impressed or stamped with a unique number;

“Domestic Animal” means an Animal that is tame or kept, or that has been or is sufficiently tamed or kept, to serve some purpose of People, and for clarity includes Dogs and Cats;

“Enclosure” means a structure at least two metres in height, width and length, constructed of rigid materials, designed with secure sides, top and bottom, forming or causing an enclosure that is locked to prevent unauthorized entry, and is suitable to confine a Dog and to prevent the Dog from escaping, but excludes invisible fencing systems;

“Farm Animal” includes alpacas, cattle, chicken, donkeys, ducks, geese, goats, honeybees, horses, llamas, pigs, quails, sheep and turkey;

“Guide Dog” means a Dog that is trained as a guide dog for a blind person and is certified as a guide dog under the *Guide Dog and Service Dog Act*, SBC 2015, c. 17, as amended from time to time;

“Habitually Noisy Dog” means a Dog that barks, cries, howls, or emits any other sound continuously for a ten-minute period or longer and has done so on more than three isolated incidents within a seven-day period;

“Identification” means:

- (a) a valid Dog Licence tag issued in accordance with this bylaw,
- (b) permanent identification, such as a traceable tattoo or microchip, or
- (c) a collar or tag worn by an Animal which includes the name, current address and contact information of the Owner, and
- (d) in the case of a Dog, provides a means of determining if the Dog is Spayed or Neutered;

“Impound” means to seize, bring to, receive, or take an Animal into the custody of the City, a Person authorized by the City, or a Poundkeeper;

“Kennel” means a property where Dogs are raised, trained, bred or boarded;

“Kennel Licence” means a licence issued in accordance with this bylaw to permit the operation of a Kennel within the City;

“Leash” means a device, or use of a device, of sufficient strength and design to restrain the size and strength of the Dog for which it is being used, which does not exceed 1.8 metres in length, where one end must remain securely affixed to a collar or harness securely attached to the Dog with the other end held securely by the Owner of the Dog;

“Minor Injury” means a physical injury to a Person or Domestic Animal that includes, but is not limited to, pinches, minor localized bruising, shallow punctures or lacerations;

“Muzzle” means a humane basket-style fastening or covering device that encloses the nose and mouth of a Dog that is well-fitted and strong enough to prevent the Dog from biting, without interfering with the breathing, panting, vision, or ability of the Dog to drink;

“Neuter” means the sterilization of a male Animal by removal of the testicles or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association;

“Off-leash Area” means an area where a sign is posted by the City or Regional District indicating a specific geographic area;

“Owner” means a Person:

- (a) who owns, is in possession of, handles, or has care or control of a Domestic Animal, whether temporarily or permanently;
- (b) who harbours, shelters, permits or allows a Domestic Animal to remain on or about that Person’s property, whether temporarily or permanently;
- (c) to whom a Dog Licence has been issued under this bylaw; or
- (d) who is the legal parent or guardian of a child under the age of 18 years who owns, is in possession of or has care or control of a Domestic Animal, or who harbours, shelters, permits or allows a Domestic Animal to remain on or about that Person’s property, whether temporarily or permanently;

“Person” includes a corporation, partnership or party, and the personal or other legal representative of a person to whom the context can apply according to law;

“Playground” means an area intended and developed for children to play in or on, and which contains play equipment;

“Poundkeeper” means a City employee or contractor responsible for managing the Animal Shelter, or their delegate;

“Public Place” includes a Street, park, and any real property owned, held, vested in, operated, managed or administered by the City, and any other place where the public is ordinarily invited to attend;

“Regional District” means the Capital Regional District;

“Seize” means to detain an Animal;

“Seriously Injure” means physical injury to a Person or Domestic Animal that includes, but is not limited to, deep punctures, lacerations in more than one direction, broken bones, or requires sutures or cosmetic surgery;

“Service Dog” means a Dog that is trained to perform specific tasks to assist a Person with a disability, and is certified as a service dog under the *Guide Dog and Service Dog Act*, SBC 2015, c. 17, as amended from time to time;

“Spay” means the sterilization of a female Animal by removal of the ovaries or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association;

“Sports Facility” means an area intended and developed for playing sports and which may or may not contain a sports field;

“Street” includes everything within the definition of a “highway” in the Schedule to the *Community Charter*, and without limiting the generality of the foregoing, includes boulevards, roadways, vehicular lanes, sidewalks, bicycle lanes, multi-use pathways, and any other way open to public use, other than a private right of way on private property;

“Under Control” means, in relation to handling a Dog in a Public Place:

- (a) when the Dog is attached to a Leash which is securely held by its Owner, or
- (b) when not on a Leash:
 - (i) the Dog does not approach other users of a Public Place without explicit permission;
 - (ii) the Dog returns immediately to the Owner when called and remains with the Owner until released, or stops immediately when told to and remains in place until released by the handler;
 - (iii) the Dog is always within the Owner’s sight; and
 - (iv) the Dog does not chase wildlife or Farm Animals, except under the direction of a handler competent to direct the Dog while engaged in animal husbandry or lawful hunting or training activities;

“Veterinarian” means a Person who is registered and in good standing with the College of Veterinarians of British Columbia to practice veterinary medicine;

“Waste” means any discarded or abandoned food, substance, material, or object, whether from domestic, commercial, industrial, institutional or other use;

“Wildlife Act” means the *Wildlife Act*, RSBC 1996, c. 488, as amended from time to time.

Part 1 – Dog Licence and Animal Identification

Dog Licences

- 4** (1) A Person must not own, keep, harbour, or possess a Dog in the City for more than 30 days unless:
- (a) a valid and subsisting Dog Licence for the current calendar year has been obtained for that Dog; or
 - (b) that Dog is under the age of four months.
- (2) The Owner of a Dog must:
- (a) obtain a Dog Licence for the current calendar year by paying the fee in accordance with Schedule “A” to this bylaw;
 - (b) pay the late application fee in accordance with Schedule “A”, if the application is made after March 1st of a calendar year in respect of a Dog which was required to have a Dog Licence for the calendar year as of January 1st of that year; and
 - (c) if a Dog Licence tag is lost, promptly make application and pay the fee in accordance with Schedule “A” for a replacement Dog Licence tag.
- (3) Despite subsection (2), a Dog Owner is exempt from the application fee in Schedule “A” if the Dog Licence is for:
- (a) a Dog which has been Neutered or Spayed during the 12-month period immediately

preceding the application for the Dog Licence, if the Owner provides a certificate signed by a Veterinarian indicating the date the Dog was Neutered or Spayed;

(b) a Guide Dog or Service Dog; or

(c) an active or retired police Dog.

(4) The Owner of a Dog for which a Dog Licence has been issued must:

(a) keep the Dog Licence tag attached to the Dog by a collar, harness, or other suitable device, except when the Dog is securely confined; and

(b) if there is a change in Ownership of the Dog which has a Dog Licence, notify the City of the change in Ownership.

(5) A Person must not remove a Dog Licence tag from a Dog, unless permitted by the Dog Owner, an Animal Control Officer, or Poundkeeper.

(6) If a Dog is licensed outside of the City, the Owner must, within 30 days of residing in the City with the Dog, apply for a Dog Licence in accordance with this bylaw, and, upon confirmation that the Dog is validly licensed in another jurisdiction, the City may exempt the fee in Schedule “A” for that year.

(7) A Dog Licence:

(a) will not be issued to a Person under the age of 18;

(b) expires immediately upon notification to the City that a change in ownership of the Dog has occurred;

(c) is not transferable to another Dog; and

(d) expires on December 31st in the year it was issued.

(8) Where a Dog has a Dog Licence and subsequently becomes designated as an Aggressive Dog or a Dangerous Dog, the Dog Licence becomes invalid and the Owner of the Dog must apply to the City for an Aggressive Dog Licence or Dangerous Dog Licence, and pay the fees specified in Schedule “A” to this bylaw.

(9) Where this bylaw requires an Owner to obtain a Dangerous Dog Licence or Aggressive Dog Licence, subsections (2) (b) and (c), (4), (5), and (7) also apply to that Dangerous Dog Licence or Aggressive Dog Licence, as the case may be.

Identification required for Dogs and Cats

5 The Owner of a Dog or Cat must affix and keep affixed to the Dog or Cat sufficient Identification such that a Person who finds the Dog or Cat At Large in the City can identify and contact the Owner.

Part 2 – Kennels, Care and Control of Animals

Kennels

- 6** (1) A Person must not cause or permit the keeping or harbouring of more than four Dogs over the age of four months on a property they own or occupy without holding a valid Kennel Licence issued pursuant to this bylaw.
- (2) A Person must not use a property they own or occupy as a Kennel unless that use is permitted under the *Langford Zoning Bylaw, 1999*.
- (3) Every Kennel must have a Dog exercise area which is fenced to prevent the Dog from escaping.

Kennel Licences

- 7** (1) The City may issue a Kennel Licence for breeding Kennels or boarding Kennels.
- (2) A Person may apply to the City for a Kennel Licence by completing an application form and paying the fee in accordance with Schedule “A”.
- (3) A Person must not keep or harbour more Dogs than permitted by the terms of the Kennel Licence.
- (4) The City or its contractors may establish a Kennel Licence application form and require an applicant to provide, as a condition for a Kennel Licence:
- (a) site plans showing the location of all Kennel buildings, pens and exercise areas to be used for the Kennel;
 - (b) proof of building permits;
 - (c) proof of ownership of the property or the written approval of the property owner to operate a Kennel on that property;
 - (c) any other plans or documents reasonably required for a Kennel operation.
- (5) The holder of a Kennel Licence must follow all of the terms and conditions in the Kennel Licence.
- (6) Prior to the issuance or renewal of a Kennel Licence, an Animal Control Officer may inspect the property where the Kennel is or will be located, to ensure the requirements of this bylaw are being met.

Control of Animals

- 8** (1) The Owner of an Animal must obey all posted signs that apply to the Animal while in a Public Place.
- (2) The Owner of an Animal must not cause, permit or allow that Animal to:
- (a) display Aggressive Behaviour;
 - (b) cause a Minor Injury or Seriously Injure a Person or Domestic Animal; or
 - (c) damage private or public property.

- (3) Despite any other provision in this bylaw, the Owner of a Dog must not allow their Dog:
- (a) to be in or on a Playground or public beach unless the Dog is Leashed; or
 - (b) to be in or on a Sports Facility at any time, unless the Dog is a Guide Dog, Service Dog, or police Dog, or as approved by the Director of Parks, Recreation and Facilities.

Control of Dogs

- 9** (1) In addition to the requirements in section 8, the Owner of a Dog must not cause, fail to prevent, permit, or allow their Dog to be At Large in the City.
- (2) The Owner of a Dog must at all times carry a Leash while their Dog is in a Public Place.
- (3) The Owner of a female Dog that is not Spayed must confine the Dog during the period in which the Dog is in heat in such a manner that the Dog cannot escape, nor can another Dog enter the place in which the Dog is confined, except as reasonably required to allow the Dog to urinate or defecate, or for the breeding of Dogs.
- (4) A Person must not allow their Dog to become a Habitually Noisy Dog.

Animal defecation

- 10** The Owner of an Animal that defecates in a Public Place, or on private property without the consent of the owner of that property, must immediately remove the excrement and dispose of it in a suitable refuse container

Standards of care

- 11** (1) Every Person who keeps an Animal in the City must provide the Animal with:
- (a) clean potable drinking water;
 - (b) food;
 - (c) necessary veterinary care when the Animal exhibits signs of pain, injury, illness, suffering or disease; and
 - (d) clean, sanitary and inoffensive living conditions, including by removing excrement.
- (2) A Person must not keep any Animal outside for extended periods of time unless the Animal is provided with shelter which is regularly cleaned and sanitized and all excrement removed at least once per day, and capable of protecting the Animal from heat, cold, rain and the direct rays of the sun.

Tethering Animals

- 12** A Person must not cause, permit or allow an Animal to be tethered, hitched, tied or fastened to a fixed object:
- (a) in a way which allows the Animal to leave the boundaries of the Owner's property;
 - (b) where a choke, prong, or shock collar or a chain forms part of the securing apparatus, or where a rope or cord is tied directly around the Animal's neck;
 - (c) other than with a collar or harness that is properly fitted to the Animal and attached

in a manner that will not injure the Animal or enable the Animal to injure itself by pulling on the tether;

- (d) except with a tether of sufficient length to enable the full and unrestricted movement of the Animal.

Confinement

- 13** A Person must not cause, permit or allow an Animal to be confined in an enclosed space, including a vehicle, without sufficient ventilation to prevent the Animal from suffering distress or heat or cold related injury.

Transporting Animals

- 14** A Person must not transport an Animal in a vehicle outside the passenger compartment or in an uncovered passenger compartment, unless the Animal is confined in a pen or cage, or secured in a body harness or other manner of fastening to prevent the Animal from jumping, falling off the vehicle, or otherwise injuring itself.

Animal Shelters

- 15** (1) The City or its contractors may establish, maintain, and operate, an Animal Shelter for the Impoundment of Animals.
- (2) The City may appoint a Poundkeeper to manage the Animal Shelter.
- (3) If a Poundkeeper considers that an Impounded Animal requires care, examination by a Veterinarian, or urgent veterinary care to alleviate pain, suffering, a communicable disease or parasite as recommended by a Veterinarian, the Poundkeeper may cause such care to be provided to the Animal at the sole cost and expense of the Animal's Owner.
- (4) The Poundkeeper may, in consultation with a Veterinarian, take an Impounded Animal to a Veterinarian for euthanasia, where the Veterinarian reasonably believes that:
 - (a) immediate veterinary treatment cannot prolong the Animal's life; or
 - (b) prolonging the Animal's life would result in the Animal suffering unduly; and
 - (c) all reasonable efforts to contact the Owner of the Animal have failed.
- (5) The Poundkeeper may recover from the Owner of the Animal the cost of veterinary care provided while the Animal was Impounded, in addition to any other fees due for the redemption of the Animal.

Part 3 – Aggressive Dogs and Dangerous Dogs

Designating Aggressive and Dangerous Dogs

- 16** (1) Where a Dog has, without justifiable provocation:
 - (a) displayed Aggressive Behaviour towards a Person or Domestic Animal; or
 - (b) caused a Minor Injury to a Person or Domestic Animal;

an Animal Control Officer may designate the Dog as an Aggressive Dog and will Deliver written notice of the designation to the Dog Owner.

(2) Where:

- (a) a Dog has killed or Seriously Injured a Person;
- (b) a Dog has killed or Seriously Injured a Domestic Animal while 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 that the Dog is likely to kill or Seriously Injure a Person;

an Animal Control Officer may designate the Dog as a Dangerous Dog, and will Deliver written notice of the designation to the Dog Owner.

(3) Any Dog that is designated as an Aggressive Dog or a Dangerous Dog in another municipality within the Regional District is deemed to be an Aggressive Dog or Dangerous Dog, as the context requires, in the City.

(4) A change in ownership of an Aggressive Dog or a Dangerous Dog does not remove the Aggressive Dog or Dangerous Dog designation, and the new Owner must apply to the City for a new Aggressive Dog Licence or Dangerous Dog Licence, as the case may be, within 30 days of the change of ownership.

(5) Where this bylaw requires an Aggressive Dog or a Dangerous Dog to be on a Leash, that Leash must not exceed a maximum length of 1.2 metres from Owner to Dog, and must not include a retractable style Leash.

Aggressive Dogs

17 (1) The Owner of an Aggressive Dog must:

- (a) not cause, permit, or allow the Aggressive Dog to be At Large within the City, including in an Off-leash Area, whether or not the Owner has entrusted the care and custody of the Aggressive Dog to any other Person;
- (b) when in a Public Place, secure the Aggressive Dog by a collar or harness and a Leash;
- (c) not cause, permit or allow the Aggressive Dog to enter an Off-leash Area;
- (d) within 14 days of receiving notice of the Dog being designated an Aggressive Dog, ensure the Aggressive Dog has permanent Identification and provide the Identification information to an Animal Control Office;
- (e) within seven days of the Dog being designated an Aggressive Dog, provide a photo of the Aggressive Dog to the City;
- (f) obtain an Aggressive Dog Licence in accordance with this bylaw;
- (g) notify an Animal Control Officer within 48 hours of the Aggressive Dog dying or of any changes in residency or ownership of the Aggressive Dog; and

- (h) in the case of transfer of ownership of the Aggressive Dog, ensure the prospective Owner is informed that the Dog has been designated as an Aggressive Dog, prior to the transfer of ownership.
- (2) If after one year of a Dog being designated as an Aggressive Dog:
- (a) the Dog has not displayed any further Aggressive Behaviour or caused any further injury;
 - (b) the City has not received any further complaints in regard to the Aggressive Dog;
 - (c) the Owner has provided documentation that the Owner and Dog have successfully completed a humane training course designed to reasonably address the Aggressive Behaviour; and
 - (d) the Dog has permanent Identification and a valid Aggressive Dog Licence;
- the Owner may apply in writing to the City to have the Aggressive Dog designation removed, and, if all the requirements in this section are fulfilled to the satisfaction of an Animal Control Officer, the Aggressive Dog designation may be removed.
- (3) Despite subsection (3), if a Dog is designated as an Aggressive Dog more than once or displays further Aggressive Behaviour, the requirements of subsection (1) will apply for the duration of that Dog's life.

Dangerous Dogs

18 The Owner of a Dangerous Dog must:

- (a) not cause, permit or allow the Dangerous Dog to be At Large within the City, including in an Off-leash Area, whether or not the Owner has entrusted care and custody of the Dangerous Dog to another person;
- (b) when in a Public Place, secure the Dangerous Dog by a collar or harness and a Leash;
- (c) not cause, permit, or allow the Dangerous Dog to enter an Off-leash Area;
- (d) when in a Public Place, Muzzle the Dangerous Dog;
- (e) post a clearly visible sign at all points of entry onto any property where the Dangerous Dog is being kept, either temporarily or permanently, warning that there is a Dangerous Dog on the property;
- (f) at all times while the Dangerous Dog is on the Owner's property, keep the Dangerous Dog securely confined indoors or confined outdoors in an Enclosure located within securely fenced property, and ensure that all fences and gates are locked as to prevent access to the fenced area and the Enclosure;
- (g) within 14 days of receiving notice of the Dog being designated a Dangerous Dog, ensure the Dangerous Dog has permanent Identification, and provide the Identification information to an Animal Control Officer;
- (h) within seven days of the Dog being designated a Dangerous Dog, provide a photo of the Dangerous Dog to the City;

- (i) obtain a Dangerous Dog Licence in accordance with this bylaw;
- (j) notify an Animal Control Officer within 48 hours of the Dangerous Dog dying or of any changes in residency or ownership of the Dangerous Dog; and
- (k) in the case of transfer of ownership of the Dangerous Dog, ensure the prospective Owner is informed that the Dog has been designated as a Dangerous Dog, prior to the transfer of ownership.

Powers in relation to Dangerous Dogs

19 In addition to the other powers set out in this bylaw, the Poundkeeper and Animal Control Officer are granted the authority to exercise all of the powers in respect of Dangerous Dogs as set out in section 49 of the *Community Charter*.

Part 4 – Feeding or attracting Dangerous Wildlife

- 20** (1) Except for the reasonable use of bird feeders, a Person must not feed or leave food, Waste, or any other material that is or is likely to be attractive to Dangerous Wildlife on any property.
- (2) A Person must not feed any Dangerous Wildlife or provide Dangerous Wildlife access to food or any other edible substance.
- (3) A Person must not store any Attractant or Waste in such a manner that it is accessible to Dangerous Wildlife.
- (4) This section does not apply to those exemptions in subsection 2 (3) of the *Spheres of Concurrent Jurisdiction – Environment and Wildlife Regulation, B.C. Reg. 114/2004*.

Part 5- Seizure, Impoundment, and Enforcement

Seizure and Impoundment

- 21** (1) An Animal Control Officer may Seize or Impound:
- (a) a Dog without a valid Dog Licence;
 - (b) any Domestic Animal that is At Large in a Public Place;
 - (c) any Dangerous Dog or Aggressive Dog not in compliance with the requirements of this bylaw;
 - (d) any Animal that is found At Large on private property, that is not the Owner’s property;
 - (e) any Animal found on unfenced property and not securely restrained or contained; or
 - (f) any Animal that presents a threat of serious harm to a Person or another Animal.
- (2) Upon Seizing an Animal, the Animal Control Officer must bring the Animal to the designated Animal Shelter.

- (3) When an Animal is Impounded pursuant to this bylaw, the Poundkeeper will Impound the Animal for at least 96 hours, unless the Owner or the Owner’s authorized agent reclaims the Animal and takes possession of the Animal earlier.
- (4) The Owner of an Impounded Animal may reclaim the Animal by:
 - (a) attending the Animal Shelter with satisfactory proof of ownership of the Animal; and
 - (b) paying in full any licencing fees, and other fees and charges levied pursuant to Schedule “B” of this bylaw, and any veterinary charges incurred while the Animal was Impounded.
- (5) If an Impounded Animal is not collected by the Owner within 96 hours from the time of Impoundment, the Poundkeeper may provide for the adoption, or transfer to any Person or organization deemed acceptable by the Poundkeeper, or provide for the humane euthanasia of the Animal, in accordance with this bylaw.

Dog Bite or attack incidents

- 22** The Owner of a Dog must not leave the scene of a Dog attack incident without:
- (a) providing their name and contact information to the parties involved in the Dog attack incident; or
 - (b) making a report about the Dog attack incident to an Animal Control Officer, including their name and contact information.

Right of entry

- 23** Pursuant to section 16 of the *Community Charter*, an Animal Control Officer may enter into or upon any property in the City, at a reasonable time, in a reasonable manner, and taking reasonable steps to advise the owner or occupier before entering the property, for the purposes of:
- (a) inspecting to determine whether all regulations, prohibitions and requirements imposed under this bylaw are being met;
 - (b) to take action on default of an order under this bylaw; or
 - (c) to request anything to be produced to assist with an inspection, enforcement or action on default performed for the purpose of this bylaw.

No liability for injury to Animal

- 24** No provision of this bylaw shall be construed as making the Poundkeeper, an Animal Control Officer, or the City liable to the Owner of an Animal for injury to, sickness or death of the Animal.

Obstructing

- 25** A Person must not interfere with, hinder or obstruct an Animal Control Officer or Poundkeeper in the exercise or performance of their powers, duties or functions under this bylaw, including, but not limited to, by:

- (a) failing to provide identification information;
- (b) providing false information;
- (c) unlocking, unlatching, or otherwise opening a vehicle or Enclosure in which an Impounded Animal has been placed;
- (d) removing or attempting to remove an Animal from the possession of an Animal Control Officer or Poundkeeper; or
- (e) removing or attempting to remove an Animal from the Animal Shelter, except as authorized by this bylaw.

Contravention

26 (1) A Person who:

- (a) contravenes or violates a provision of this bylaw,
- (b) consents, allows or permits an act or thing to be done in violation of a provision of this bylaw, or
- (c) neglects or refrains from doing anything required to be done by a provision of this bylaw.

commits an offence and is liable to the penalties imposed under this bylaw and any other applicable bylaw of the City.

(2) Each day that the offence or contravention continues constitutes a separate offence.

Enforcement

27 (1) An offence under this bylaw may be enforced by:

- (a) means of a ticket issued under the *Ticket Information Authorization Bylaw No. 34, 1993*;
- (b) means of a bylaw notice issued under the *Bylaw Notice Enforcement Bylaw No. 1980, 2021*;
- (c) prosecution under the *Offence Act, RSBC 1996, c. 388*;
- (d) way of civil action as authorized by law.

(2) The issuance of a ticket, bylaw notice, or proceeding under the *Offence Act* for an offence does not preclude the City from enforcement by other proceeding or through any other remedy available to it by law.

(3) For clarity, Animal Control Officers are empowered to enforce this bylaw by means of subsection (1) (a) and (b).

Council

28 Council may enter into an agreement with any Person or organization for the establishment, maintenance, operation, and regulation of an Animal Shelter, and the administration and enforcement of any of the provisions of this bylaw.

Schedules

29 The schedules attached to this bylaw form part of the bylaw.

Headings

30 The headings in this bylaw are for convenience only and must not be construed as substantive provisions of this bylaw.

Severability

31 If any portion of this bylaw is held to be invalid by a court of competent jurisdiction, the invalid portion is severed to the extent required, and the remainder of the bylaw continues to be valid.

READ A FIRST TIME this 2nd day of March, 2026.

READ A SECOND TIME this 2nd day of March, 2026.

READ A THIRD TIME this 2nd day of March, 2026.

ADOPTED this 16th day of March, 2026.

[Original signed by]

[Original signed by]

PRESIDING COUNCIL MEMBER

CORPORATE OFFICER

Schedule “A”

Type of Dog Licence	Fee Amount
Female Dog (not Spayed)	\$60.00
Female Dog (Spayed)	\$40.00
Male Dog (not Neutered)	\$60.00
Male Dog (Neutered)	\$40.00
Aggressive Dog	\$100.00
Dangerous Dog	\$200.00
Late application penalty (applied to all)	\$20.00
Replacement of lost licence	\$5.00
Kennel Licence	\$200.00

Schedule “B”

Impounding Fees	Amount
1. Dogs	
a. first Impoundment fee	\$75.00
b. second Impoundment fee	\$100.00
c. third Impoundment fee	\$150.00
d. maintenance and sustenance charge for each 24-hour period or part thereof that the Dog has remained in the Animal Shelter	\$25.00
2. Cats	
a. Impoundment	\$25.00
b. maintenance and sustenance charge for each 24-hour period or part thereof that the Cat has remained in the Animal Shelter	\$15.00
3. Farm Animal	
a. Impoundment	\$75.00
b. maintenance and sustenance charge for each 24-hour period or part thereof that the Farm Animal has remained in the Animal Shelter	\$25.00
4. Small Domestic Animals (Bird, rodent, reptile)	
a. Impoundment	\$10.00
b. maintenance and sustenance charge for each 24-hour period or part thereof that the small Domestic Animal has remained in the Animal Shelter	\$10.00
5. Costs for special equipment or personnel used, if any, to assist with the Impoundment.	At Cost
6. Veterinary expenses incurred, including but not limited to injury treatment, parasite control, illness or euthanasia of Impounded Animals	At Cost