

**DISTRICT OF SEHELDT**  
**Bylaw No. 611, 2023**

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A bylaw to establish Animal Control and Licensing for animals for the District of Sechelt

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**WHEREAS** the District of Sechelt may regulate, prohibit and impose requirements in relation to animals pursuant to Chapter 26 Part 3 Division 6 of the *Community Charter*;

**NOW THEREFORE**, the Council of the District of Sechelt in open meeting assembled enacts as follows:

**TITLE**

1. This bylaw may be cited for all purposes as, "Animal Control and Licensing Bylaw No. 611, 2023".

**DEFINITIONS**

2. In this bylaw:

**Aggressive Dog** means a dog that meets any one or more of the following conditions:

- (a) A dog that has attacked, bitten or caused injury, with or without provocation, to a person or has demonstrated a propensity, tendency or disposition to do so;
- (b) a dog that, while running at large, has bitten or caused injury to a domestic animal;
- (c) a dog that, while running at large, has aggressively pursued or harassed a person or domestic animal;
- (d) a dog with a known propensity to attack or injure a person without provocation;
- (e) a dog owned or harboured primarily, or in part, for the purpose of dog fighting or a dog trained for dog fighting;
- (f) a dangerous dog;
- (g) a dog that has been found to be dangerous or aggressive by the animal control officer, or a previous bylaw, by another local government or by a Court;

**Altered Dog** means a dog that has been spayed or neutered.

**Animal** means a domestic animal as defined in the *Community Charter*, but for the purposes of this Bylaw does not include wildlife, livestock or poultry.

**Bylaw Enforcement Officer** means the person from time to time appointed by the Council

for the District of Sechelt and means a person acting in that capacity. The Bylaw Enforcement Officer is an Animal Control Officer for the purpose of enforcing this bylaw and the provisions of the *Community Charter* with respect to animal control;

**Competent Person** means a person that, in the opinion of the Bylaw Enforcement Officer, has the physical capacity to maintain immediate physical control of a dog.

**Council** means the Municipal Council of the District of Sechelt.

**Dangerous Dog** has the same meaning as the *Community Charter*.

**District** means the municipal corporation of the District of Sechelt.

**Dog** means an animal of the species canine.

**Impounded** means seized, delivered, received, or taken into a Pound or in the custody of the Bylaw Enforcement Officer or RCMP.

**Kennel** means a place where dogs are kept for breeding or boarding purposes, or for sale.

**Leash** means a device of leather, nylon, metal or similar material of not more than two meters in length, and of sufficient strength and design to remain securely fixed to a dog collar so as to restrain the dog secure by the device.

**Livestock** means cattle and other animals of the bovine species, rabbits (lagomorphs), horses, donkeys, mules, llamas, ostrich, swine, sheep or goats.

**Nuisance Dog** means a dog:

- (a) that has been impounded 3 times within the previous 24 months;
- (b) for which the owner has received a Bylaw Enforcement Notice for howling or barking or running at large 3 times within the previous 24 months;
- (c) for which the total number of impounds and Bylaw Enforcement Notices totals 3 within the previous 24 months.

**Owner** means any person:

- (a) to whom a licence for a dog has been issued pursuant to the Bylaw;
- (b) who owns, is in possession of or has care or control of any animal; or
- (c) who harbours, shelters, permits or allows any animal to remain on or about the owner's land or premises.

**Pet** means any domestic animal other than livestock or poultry kept within a residence or on real property for other than commercial purposes.

**Poultry** means any fowl including a chicken, turkey, duck, goose, swan or peafowl, but excluding a bird commonly held indoors.

**Public Place** includes any highway and any real property owned, held operated, leased or administered by the District of Sechelt or a School District located within the District of Sechelt.

**Running at Large** means a dog located elsewhere other than on the property of the person owning or having custody, care or control of the dog, and which is not under the immediate charge and control of a competent person.

**Seize** means impound and detain.

**Unaltered Dog** means a dog that is not spayed or neutered.

**Unlicensed Dog** means any dog over the age of four months that is not licensed by the District of Sechelt or is not wearing a current dog licence tag.

**Wildlife** means birds and other vertebrates that are indigenous to the province of British Columbia.

## **PETS**

3. No person shall keep or allow to be kept on any real property temporarily or permanently:
  1. More than three dogs or
  2. Any dog that has been deemed or declared *dangerous* in the District or any other jurisdiction.
  3. The prohibition of 3.1. does not apply to:
    - a) An animal shelter controlled by or contracted by the District,
    - b) A Retail Pet Store with a valid Business Licence,
    - c) A Veterinary Hospital under the control of a Veterinarian registered as a member of the BC Veterinary Medical Association, or
    - d) A kennel with a valid Business Licence.

## DOGS

### 4. Licensing

1. No person shall keep or allow to be kept on any real property any dog unless a valid dog licence for the current year has first been obtained for that dog from the District of Sechelt.
2. An application for Dog Licence under this Bylaw shall be made at Municipal Hall or through the District of Sechelt online portal in the form prescribed by the Bylaw Enforcement Officer and shall be accompanied by payment to the District of Sechelt of the fee prescribed in the Fees and Charges Bylaw No. 575, 2012. The owner of any licensed dog shall, within thirty (30) days of the owner's change of address, notify the District of Sechelt of such change of address.
3. The Bylaw Enforcement Officer, upon receipt of an application in the prescribed form together with the prescribed fee in the Fees and Charges Bylaw No. 575, 2012 shall cause a Dog Licence and corresponding Dog Tag to be issued to the owner of the dog in respect of which the application is made.
4. Every Dog Licence and corresponding Dog Tag issued under this Bylaw:
  - (a) expires on the 31<sup>st</sup> day of December in the year in which it is issued,
  - (b) is valid only in respect of the dog for which it is issued, and
  - (c) Shall be issued in the form prescribed by the Bylaw Enforcement Officer and is valid only after the prescribed fee has been paid and proof of same has been so indicated on the Dog Licence.
5. Before issuing a Dog Licence and corresponding Dog Tag for a spayed female dog or a neutered male dog, the Bylaw Enforcement Officer may require a certificate of spaying or neutering for such dog by a qualified veterinarian.
6. A dog Licence and corresponding Dog Tag will be issued at no charge to dogs that are registered in accordance with the British Columbia *Guide Dog and Service Dog Act* provided proof of registration is provided to the Bylaw Enforcement Officer.
7. The person to whom a Dog Licence is issued under this Bylaw shall, while the Dog Licence is valid and subsisting, affix and keep affixed the corresponding Dog Tag to a collar or harness worn at all times by the dog for which the Dog Licence is issued.
8. Where a Dog Licence or corresponding Dog Tag is lost or destroyed the person to whom the original licence was issued shall replace the Dog Licence or corresponding Dog Tag by requesting a replacement and by paying to the District of Sechelt the prescribed fee in the Fees and Charges Bylaw No. 575, 2012.
9. A Dangerous Dog is not permitted to be licensed or kept temporarily or permanently

within the boundaries of the District of Sechelt.

**5. Control of Dogs and Animals**

1. No person shall permit or allow a dog owned, possessed or harboured by that person, to run at large or to trespass in or upon any private or public lands or premises within the boundaries of the District of Sechelt.
2. No owner of a dog shall permit or allow the dog to howl or bark:
  - (a) such that the howling or barking unreasonably disturbs persons in the neighbourhood or vicinity,
  - (b) in an outdoor area between the hours of 8:00 PM to 8:00 AM, or
  - (c) at any time for a period of 15 minutes or more.
3. No owner of a dog shall permit his or her dog to:
  - (a) chase, bite or attack any person or domesticated animal or
  - (b) cause damage to any property.
4. No person shall keep any animal in the District unless the animal is provided with:
  - (a) clean, potable drinking water and sufficient food,
  - (b) sanitary food and water receptacles,
  - (c) the opportunity for periodic exercise sufficient to maintain the animal's good health,
  - (d) clean bedding material and an area maintained at a temperature warm and dry enough to prevent the animal from suffering discomfort, and
  - (e) the necessary veterinarian care when the animal exhibits signs of pain, suffering, or disease.
5. No person shall keep any animal outside for extended periods of time unless the animal is provided with shelter capable of protecting the animal from suffering from heat, cold, rain, wet or damp conditions, and the direct rays of the sun.
6. No person shall keep any animal confined in an enclosed space, including a motor vehicle, without sufficient ventilation to prevent the animal from suffering from the heat.
7. No person shall keep any animal hitched, tied or fastened to a fixed object as the primary means of confinement for an extended period of time.

## 6. AGGRESSIVE DOGS

1. Where, in the opinion of an animal control officer, a dog has been involved in an incident in which the dog was an aggressive dog, the animal control officer shall prepare a written report of the incident.
2. If in the opinion of the Bylaw Enforcement Officer, grounds exist to classify the dog as an aggressive dog under this Bylaw, a letter shall be sent to the owner of the dog confirming that the District considers the dog to be an aggressive dog and advising the owner of the requirements for confining, identifying and restraining aggressive dogs under this Bylaw.
3. Where a dog has been classified as an aggressive dog pursuant to Section 5, the owner of the dog may appeal the classification, in writing, within 10 days to the Director, who will review the owner's submissions, the written report of the animal control officer, and any other materials deemed relevant, and who will then determine whether the District will continue to classify the dog as an aggressive dog.
4. Every owner of an aggressive dog shall:
  - (a) At all times while the dog is on the premises occupied by the owner, keep the dog securely confined indoors or in an enclosure; and
  - (b) At all times while the dog is off the premises occupied by the owner, keep the dog:
    - (i) On a leash or tether not exceeding two (2) metres in length;
    - (ii) Under the immediate care and control of a competent person; and
    - (iii) Muzzled to prevent it from attacking and/or biting a person or other animal.
  - (c) Implant a microchip into the shoulder/neck area of the aggressive dog;
  - (d) Make available to the District for tracking and/or identifying purposes, the identifying information provided by the microchip; and
  - (e) Pay the microchip implant fee set out in the Fees and Charges Bylaw No. 575, 2012.
5. Where the owner of an aggressive dog requests that the dog be destroyed, the animal control officer may arrange to have the dog humanely destroyed at the expense of the owner.
6. A dangerous dog may be dealt with in accordance with Section 49 of the Community Charter.

**7. IMPOUNDMENT**

1. The Bylaw Enforcement Officer or an RCMP member may seize and impound a dog found to be Running at Large or an Unlicensed Dog and retain the impounded dog at a pound for seventy-two (72) hours except where provided in subsection 2. and 3. below.
2. Where the impounded dog has a Dog Licence, the Bylaw Enforcement Officer or agent shall release the dog to the owner upon payment of the prescribed impound and boarding fees as per the Fees and Charges Bylaw No. 575, 2012.
3. Where the impounded dog is an Unlicensed Dog, the Bylaw Enforcement Officer or agent may release the dog to the owner within the seventy-two (72) hours upon payment of the prescribed licence fee and payment of the impound and boarding fees as per the Fees and Charges Bylaw No. 575, 2012.
4. During the impoundment period, the pound keeper may seek veterinary care for a sick or injured animal. If in the opinion of the Veterinarian the animal should be euthanized, the pound keeper may permit it if all reasonable attempts to contact the owner of the animal have failed.
5. Where an impounded dog remains unclaimed after 72 hours, the dog may be deemed abandoned and sent to the custody of the SPCA for adoption or disposition as the SPCA deems appropriate.

**8. IMPOUNDMENT AND RELEASE OF AGGRESSIVE DOGS**

5. The owner of an Aggressive Dog that has been impounded pursuant to this Bylaw, may only reclaim the dog upon application to the Bylaw Enforcement Officer with the following:
  - (a) Proof of ownership of the Aggressive Dog,
  - (b) Payment of the fees as set out in Schedule I of the Fees and Charges Bylaw No. 575, 2012, and
  - (c) Delivery to the Bylaw Enforcement Officer of an executed statement in the form prescribed in Schedule "A" of this Bylaw.

**9. DEFECATION**

1. Any person having care, control, or custody of a dog that defecates on a public place or on private property without the consent of the property owner shall have in their possession a suitable means of facilitating the removal of the excrement and dispose of it in a sanitary manner. Failure to do so may result in fines in accordance with the District of Sechelt Bylaw Notice Enforcement Implementation Bylaw No. 515, 2019.

**10. WILDLIFE, LIVESTOCK AND POULTRY**

1. No person shall attract, feed or otherwise entice any wildlife within the District except for the use of Hummingbird feeders and bird feeders that dispense only seed or suet kept on private property.
2. No person shall keep or harbour on any real property any poultry, livestock, aviary or apiary except as provided in the District of Sechelt Zoning Bylaw as amended from time to time.

**11. EXEMPTIONS**

1. Any owner of a dog used by a government law enforcement agency is exempt from the provisions and licensing requirements of this Bylaw, and any owner of a dog used as a guide animal pursuant to the Guide Animal Act, as amended, is exempt from the licensing fees required by this Bylaw.

**12. PENALTIES**

1. Any person who violates or fails to comply with any of the terms or provisions of this Bylaw is subject to fines as per the District of Sechelt Bylaw Notice Enforcement Bylaw No. 515, 2012.
2. Any person who violates or fails to comply with any of the terms or provisions of this Bylaw is subject to a fine of not more than ten thousand dollars (\$10,000) and or a term of imprisonment of not more than six (6) months.
3. Each day that a violation of the provisions of the Bylaw exists or is permitted to exist shall constitute a separate offence.

**13. ENFORCEMENT**

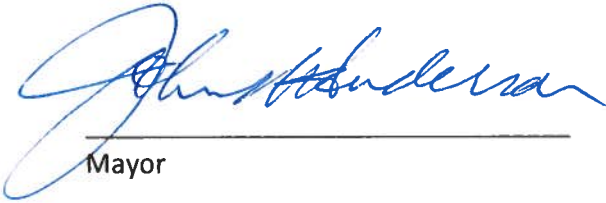
1. The Bylaw Enforcement Officer and/or RCMP are hereby authorized to enforce this Bylaw and to enter at a reasonable time onto any property in the course of conduct of administration of this Bylaw in order to ascertain whether the regulations of this Bylaw are being observed.
2. No person shall interfere with or obstruct the Bylaw Enforcement Officer, the RCMP or any other person acting in the conduct of administration or enforcement of this Bylaw.

**14. PROVISIONS**

1. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this bylaw.


2. The District of Sechelt Dog Licensing and Control Bylaw No. 221, 1994 is hereby repealed.
3. That Schedule A is attached to and forms part of this bylaw.

READ A FIRST TIME THIS	7 <sup>th</sup>	DAY OF	June, 2023
READ A SECOND TIME THIS	7 <sup>th</sup>	DAY OF	June, 2023
READ A THIRD TIME THIS	7 <sup>th</sup>	DAY OF	June, 2023
ADOPTED THIS	21 <sup>st</sup>	DAY OF	June, 2023



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Mayor



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Corporate Officer

SCHEDULE "A"  
APPLICATION FOR RELEASE OF AGGRESSIVE DOG

1. I, \_\_\_\_\_, of  
(name of owner)

\_\_\_\_\_  
(address of owner)

in the District of Sechelt, British Columbia, hereby apply for the release of

\_\_\_\_\_  
(colour, breed and sex of dog)

named \_\_\_\_\_  
(given name of dog) (the dog)

which has been impounded pursuant to the District of Sechelt Animal Control and Licensing Bylaw No. 611, 2022.

2. I am the owner of the dog.

3. I am aware that the dog is an "aggressive dog" within the meaning prescribed by the Bylaw and I am aware of the responsibility and potential liability that rests with me in keeping or harbouring the dog.

4. In consideration of the release of the dog to me, I hereby acknowledge, covenant and agree with the District of Sechelt:

a. That I have constructed on the premises where the dog will be kept an "enclosure" within the meaning prescribed by the Bylaw;

b. That I will, at all times when the dog is not effectively muzzled, on a leash and under the care and control of a person who is competent to control the dog, keep the dog indoors or within a securely closed and locked enclosure;

c. That I will save harmless and indemnify the District of Sechelt, its animal control officers and any of its other officers, agents or elected or appointed officials from and against any and all actions, causes of action proceedings, claims, demands, losses, damages, costs or expenses whatsoever and by whomsoever brought in to me or the keeping or harbouring of the 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 the dog or any damage to property caused by the dog; and

d. That I am aware that if the dog is ever again found to be at large or not confined as herein provided, that the City may seize the dog and I will be liable for the full costs of impounding the dog as an "aggressive dog" under the Bylaw.

5. I submit herewith the sum of \$ \_\_\_\_\_ in payment of all license and impounding fees payable by me pursuant to the Bylaw.

\_\_\_\_\_  
Signature of Owner