

## **BYLAW NUMBER 2050-14**

BEING A BYLAW TO REGULATE AND CONTROL, LICENSE AND IMPOUND DOGS IN THE TOWN OF STETTLER.

WHEREAS THE MUNICIPAL GOVERNMENT ACT, RSA 2000, c. M-26 ENABLES COUNCIL OF A MUNICIPALITY TO PASS BYLAWS RESPECTING WILD AND DOMESTIC ANIMALS, AND ACTIVITIES IN RELATION TO THEM.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE TOWN OF STETTLER, IN THE PROVINCE OF ALBERTA ENACTS AS FOLLOWS:

1. THIS BYLAW MAY BE CITED AS THE “DOG BYLAW.”

### **DEFINITIONS**

#### **Definitions**

2. (1) “ALTERED” means spayed or neutered.
- (2) “CONTRACTOR” means a Person or agency under contract with the Town to maintain and administer a pound facility or animal shelter for Dogs.
- (3) “DOG” means any domesticated dog.
- (4) “MINOR INJURY” means any physical injury to a domestic animal or a person, caused by a Dog resulting in bleeding, bruising, puncturing, tearing of skin or any other injury that is not life threatening, disfiguring or debilitating.
- (5) “MUNICIPAL TICKET” means a ticket issued on behalf of the Town, in a form prescribed by the Chief Administrative Officer, that allows for voluntary payment to the Town of a fine amount established by this Bylaw within a set time period, in lieu of prosecution for the offence.
- (6) “OWNER” means:
  - (a) a Person who has the care, charge, custody, Possession, or control of a Dog, excluding any person who has found a Dog and has taken control of it for the purposes of locating its Owner and/or turning it over to a pound facility, animal shelter or Peace Officer;
  - (b) a Person who owns or claims a proprietary interest in a Dog;
  - (c) a Person who harbors, suffers, or permits a Dog to remain temporarily or permanently, on any property of the Owner, or under that Person’s control;
  - (d) a Person who claims and receives a Dog from the custody of a pound facility, animal shelter or Peace Officer; and
  - (e) a Person to whom a license has been issued for such Dog under this Bylaw.

For the purposes of this Bylaw, a Dog can have more than one Owner at the same time, any, or all, who may be charged with offences under this Bylaw.

- (7) “PEACE OFFICER” means a Bylaw Enforcement Officer appointed by the Town to enforce the Town Bylaws and includes a member of the Royal Canadian Mounted Police, a Community Peace Officer and a Special Constable.
- (8) “PERMITTED LEASH” means a leash that is less than two (2) meters in length and made of a material capable of restraining the Dog on which is it being used. When a Retractable Leash is in use the length of the leash shall not exceed two (2) meters.
- (9) “PERSON” includes a partnership, association or corporation.
- (10) “POSSESSION” means:
  - (a) exercising physical control over a Dog;
  - (b) having been given physical or effective control of a Dog by its Owner for the purpose of controlling the Dog for a specific period of time;
  - (c) where one or more Persons, with the knowledge and consent of the other, has physical or effective control of a Dog, it may be deemed to be in the control of all of such persons.
- (11) “PUBLIC PLACE” means any place, including privately owned or leased property, to which the public reasonable has or is permitted to have access.

- (12) “RETRACTABLE LEASH” means a leash which is able to extend to a longer length or retract to a shorter length of which the internal mechanisms that extend and retract the leash are housed within a hand held or similar device.
- (13) “RUNNING AT LARGE” means a Dog that is off the Owner’s property and is not being carried by a Person, or, is not on a Permitted Leash or a Retractable leash held by a Person able to control the Dog.
- (14) “RUNNING AT LARGE IN AN OFF-LEASH PARK” means any Dog that is in an Off-Leash Park and is not within the sight and under the effective control of the Owner.

In an Off-Leash Park, in determining what constitutes whether a Dog is under the effective control of the Owner, consideration may be given, but is not limited to, whether the Dog:

- (a) was at such a distance from its Owner, that it could not respond to voice, sound or sight commands from the Owner;
- (b) responded to voice, sound or sight commands from the Owner;
- (c) bit, attacked, or did any act that resulted in an injury to a person or animal;
- (d) exhibited Threatening Behavior to a person or animal;
- (e) caused damage to property.

In an Off-Leash Park, a Dog is deemed not to be under the effective control of the Owner if it does not immediately respond to the voice, sound or sight commands of the Owner.

- (15) “SCHOOL GROUNDS” means any public or private school and surrounding property controlled and maintained by the school or school board.
- (16) “SEVERE INJURY” means any physical injury to a domestic animal or a person caused by a Dog resulting in broken bones or lacerations requiring sutures or cosmetic surgery.
- (17) “TAG” means a current tag issued by the Town to an Owner for each Dog he/she owns, indicating the year for which the fee has been paid, and which bears a number corresponding to the number in the Dog licensing database for the Town.
- (18) “TOWN” means the Corporation of the Town of Stettler or the area contained within the corporate boundaries of the Town, as the context requires.
- (19) “THREATENING BEHAVIOR” means behavior that creates a reasonable apprehension of a threat and may include barking, growling, lunging, snarling or chasing in a menacing fashion.
- (20) “VIOLATION TICKET” means a ticket issued pursuant to the Provincial Offences Procedure Act, RSA 2000, c. P-34, as amended, and any regulations thereunder.

## LICENSING

### Licensing of Dogs

- 3. (1) The Owner of any Dog (that is three months of age or older) shall apply for a license and obtain a Dog Tag from the Town immediately upon becoming the Owner of the Dog and shall obtain or renew the Dog Tag prior to January 1 of each year and pay the fee set out in Schedule “B” herein.
- (2) A Person staying in the Town shall obtain a Dog license for each Dog they own within fourteen (14) days of becoming a resident.
- (3) Upon receipt of payment of the license fee for each Dog, a Tag shall be issued to the Owner.
- (4) The Owner of a Dog shall affix the Tag for such Dog to its collar or harness and ensure that the collar and Tag are worn when the Dog is off the Owner’s property.
- (5) If a Dog’s Tag is lost or destroyed, upon presentation of a receipt showing payment of the license fee for the current year (or the Town’s Dog licensing database shows such payment was made) and payment to the Town of the sum established in Schedule “B”, the Town will provide a replacement Tag to the Owner.

- (6) A license is valid only for the calendar year in which it is issued, regardless of the actual date upon which the license was purchased. Licenses and Tags are not transferable from one Dog to another and no refund shall be made on any paid Dog license fee because of the death or sale of the Dog or upon the Owner leaving the Town before the end of the year for which the license was paid.
- (7) Any Person that becomes the Owner of a Dog already licensed under this Bylaw shall report the change of ownership to the Town and the Town shall transfer ownership of the license to that Person. No additional fee shall be charged by the Town to the new Owner of the Dog for the year for which that license was purchased.
- (8) The Owner of a registered guide Dog for the blind or a Dog trained by a recognized agency to provide assistance to a person with physical or mental disability will be issued a Dog license free of charge, provided the Owner is using the Dog for assistance.

### **OFF-LEASH PARKS**

#### **Dogs in Off-Leash Parks**

4. (1) The Owner of a Dog does not have to have such Dog on a Permitted Leash in an area designated as an Off-Leash Park by the Town.
- (2) Any Person who has a Dog in the Off-Leash Park, shall have a Permitted Leash on their person for each Dog the Person has in the Off-Leash Park for the entire time they are in the Off-Leash Park with such Dog.
- (3) In an Off-Leash Park, a Peace Officer may direct an Owner of a Dog to:
  - (a) put such Dog on a Permitted Leash;
  - (b) remove such Dog from the Off-Leash Park.
- (4) Nothing in Section 3 relieves any Person from complying with the other provisions of this Bylaw and nothing in this Section shall prevent an Owner from being charged with any offence in this Bylaw should an offence occur in an Off-Leash Park.

### **OFFENCES**

#### **General Offences**

5. (1) The Owner of a Dog is guilty of an offence if:
  - (a) he or she fails to obtain a license for such Dog;
  - (b) he or she provides false or misleading information on a Dog license application;
  - (c) he or she fails to ensure such Dog wears a collar and Tag when the Dog is off the Owner's property;
  - (d) such Dog is Running at Large;
  - (e) such Dog is Running at Large in an Off-Leash Park;
  - (f) he or she is with a Dog and fails to carry a Permitted Leash or a Retractable Leash in an Off-Leash Park;
  - (g) he or she fails to put their Dog on a Permitted Leash or a Retractable Leash in an Off-Leash Park at the direction of a Peace Officer;
  - (h) he or she fails to remove any Dog from an Off-Leash Park at the direction of a Peace Officer;
  - (i) he or she attaches a leash to their Dog which is over the length of two (2) meters;
  - (j) he or she attaches a Retractable Leash to their dog and fails to maintain a leash length of two (2) meters;

- (k) such Dog is in heat and is not confined and housed in the Owner's residence or in a licensed kennel during the whole of the heat period except for the purpose of defecating on the property of the Owner;
  - (l) such Dog defecates on any property that is not the Owner's property and the Owner fails to immediately remove such defecation. This provision shall not apply to a registered guide Dog while it is assisting a blind person.
  - (m) he or she allows any fecal matter to remain or accumulate on their property such that it causes odor, unsightliness, or has a detrimental impact on the use or enjoyment of adjacent properties;
  - (n) he or she exercises such Dog while driving or riding in a motor vehicle;
  - (o) he or she allows such Dog to be outside the passenger cab of a motorized vehicle, whether the motorized vehicle is parked or moving, without ensuring the Dog is secured:
    - (i) in a topper enclosing the bed of the truck;
    - (ii) in a ventilated kennel or similar device fastened securely to the vehicle, including the bed of a truck;
    - (iii) by tether in such a manner that the Dog:
      - (A) is not standing on bare metal;
      - (B) cannot jump, or be thrown, from the vehicle;
      - (C) is not in danger of strangulation; and
      - (D) cannot reach beyond the outside edges of the box of the truck.
  - (p) such Dog is on School Grounds without written permission from the school or the school board;
  - (q) such Dog barks, howls or creates any other noise so as to annoy or disturb a person;
  - (r) he or she leaves such Dog unattended in any Public Place;
  - (s) such Dog destroys or damages any property that is not the Owner's property;
  - (t) he or she has more than three (3) Dogs on any land which contains, or is permitted under the Town Land Use Bylaw to contain, a dwelling unit;
- (2) Section 5(1)(t) shall not apply to:
- (a) premises lawfully used for the care and treatment of Dogs operated by and under the charge of a registered veterinarian;
  - (b) the Owner who is the holder of a valid and subsisting development permit to operate a kennel, animal hospital, shelter, pound, or other animal operation authorized by the Town Land Use Bylaw; or
  - (c) the Owner who has more than two Dogs under six (6) weeks of age that are the offspring of a licensed Dog residing at the same location.

### **Threatening Behavior Offences**

6. (1) The Owner of Dog is guilty of an offence if such Dog is in an Off-Leash Park and it exhibits Threatening Behavior toward any other domestic animal or a person and the Owner fails to remove it immediately from the Off-Leash Park.
- (2) The Owner of a Dog is guilty of an offence if, whether on or off the Owner's property, if such Dog:
- (a) exhibits Threatening Behavior toward another domestic animal, a bicycle or motor vehicle that is being operated; or
  - (b) exhibits Threatening Behavior toward a person.
- (3) Subsections (a) and (b) do not apply to Threatening Behavior by a Dog that is confined within a building or a securely fenced area from which the Dog cannot escape and which does not allow the Dog to access outside the confines of the fence.

### **Injury Offences**

7. (1) The Owner of a Dog is guilty of an offence if such Dog:
  - (a) bites, attacks or causes Minor Injury to another domestic animal; or
  - (b) bites, attacks or causes Minor Injury to a person.
- (2) The Owner of a Dog is guilty of an offence if such Dog:
  - (a) causes Severe Injury to another domestic animal; or
  - (b) causes Severe Injury to a person.
- (3) The Owner of a Dog is guilty of an offence if such Dog:
  - (a) causes death to another domestic animal; or
  - (b) causes death to a person.

### **Fail to Provide Information Offences**

8. (1) A person is guilty of an offence if he or she:
  - (a) fails to provide valid Dog license information to a Peace Officer upon request;
  - (b) provides false or misleading information to any Peace Officer;

## **IMPOUNDMENT OF DOGS**

### **Release of Impounded Dogs**

9. The Town shall arrange for a pound to be established for the keeping and impounding of Dogs and may do so by entering into an agreement with a Contractor. A Contractor or any such pound may make rules and regulations for the operation and management of the pound, provided they are not inconsistent with this Bylaw.
10. (1) A Peace Officer may seize and impound:
  - (a) any Dog Running at Large or Dog Running at Large in an Off-Leash Park;
  - (b) any Dog not wearing a Tag while off the Owner's property;
  - (c) any female Dog in heat not confined and housed;
  - (d) any Dog that has caused or is alleged to have caused Minor Injury or Severe Injury to a domestic animal or a person.
11. (1) The Contractor shall keep all impounded Dogs for a period of no less than three (3) days, including the day of impoundment. Sundays and Statutory holidays shall not be included in the computation of the three (3) day period. During this period, any healthy Dog may be redeemed by its Owner, upon payment to the Contractor of:
  - (a) any fees pursuant to the cost of impoundment and care while in the kennel facility which includes, but is not limited to, impound fees, vet care, procedures, and medications;
  - (b) kennel fees as specified from time to time in the contract between the Town and the Contractor for every twenty four (24) hour period or fraction thereof that the Dog has been impounded;
  - (c) The appropriate license fee when a Dog is not licensed.
- (2) Any owner attempting to claim an impounded Dog shall present government issued identification to the Contractor or the staff of the impound facility.
- (3) Where an impounded Dog has not been claimed from the Contractor within the time set forth in Section 11(1), the Contractor is deemed to be the Owner of the Dog.

- (4) The purchaser of a Dog from the Contractor pursuant to the provisions of this Bylaw shall obtain full right and title to it and the title of the former Owner of the Dog shall cease upon the purchase.
- (5) The Contractor or Peace Officer shall report any apparent illness, communicable disease, injury, or unhealthy condition of any Dog to a veterinarian and act upon his recommendation, after consulting with the Owner when and if possible. The Owner of the Dog shall be responsible for all resulting costs and charges.

#### **Exemption for Police Service Dogs**

12. This Bylaw does not apply to a RCMP Service Dog while it is in active service.

### **ENFORCEMENT AND PENALTIES**

#### **General Enforcement Provisions Applicable to All Dogs**

13. A Peace Officer is authorized to enter onto private property, other than a dwelling house, at any reasonable time for the purposes of enforcing the provisions of this Bylaw.
14. (1) No person shall:
  - (a) interfere with or attempt to obstruct a Peace Officer who is attempting to capture or who has captured any Dog in accordance with the provisions of this Bylaw;
  - (b) interfere with or attempt to obstruct a Peace Officer who is in active duty and/or investigating any provision or section of this Bylaw;
  - (c) unlock or unlatch or otherwise opens a vehicle or enclosure in which a Dog captured for impoundment has been placed, so as to allow or attempt to allow any Dog to escape there from;
  - (d) remove or attempt to remove any Dog from the possession of a Peace Officer;
  - (e) provide false or misleading information to a Peace Officer investigating any contravention of this Bylaw;
  - (f) refuse to provide valid identification to a Peace Officer upon request while that Peace Officer is investigating any contravention of this Bylaw.
- (2) No person shall:
  - (a) untie, loosen, or otherwise free a Dog which has been tied or otherwise restrained;
  - (b) open a gate, door, or other opening in a fence or enclosure in which a Dog has been confined which allows such Dog to leave the fenced area or enclosure;
  - (c) throw or poke any object into an enclosed space where a Dog is caught or confined therein.
- (3) Subsection (2)(a) and (b) shall not apply to a Peace Officer who is attempting to capture or who has captured a Dog which is subject to impoundment or seizure pursuant to this Bylaw.

#### **Penalties**

15. (1) Any person who breaches any provision of this Bylaw is guilty of an offence and liable upon summary conviction to a penalty:
  - (a) in an amount as specified in Schedule "A" hereto; or
  - (b) for any offence for which there is no penalty specified, to a penalty of not less than \$500.00 and not more than \$10,000.00;

and in default of payment of any penalty, to imprisonment for up to 6 months.

- (2) Any person who commits a second or subsequent offence under this Bylaw within twelve (12) months of committing a first offence under this Bylaw, is liable to an increased penalty as set out in Schedule “A” here in and in default of payment of any penalty, to imprisonment for up to six (6) months.
- (3) For an offence that is of a continuing nature, a contravention constitutes a separate offence in respect to each day or part of day on which it continues. Any person guilty of such an offence is liable to a penalty in an amount not less than that established by the Bylaw for each such day.
- (4) Where a Peace Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw, he or she may issue and serve upon the person:
  - (a) a Municipal Ticket allowing payment of the specified penalty as set out in Schedule “A” of this Bylaw to the Town, which payment will be accepted by the Town in lieu of prosecution for the offence; or
  - (b) a Violation Ticket, allowing a voluntary payment of the specified penalty as set out in Schedule “A” of this Bylaw, or requiring a person to appear in court without the alternative of making a voluntary payment.
- (5) Nothing in this Bylaw shall prevent a Peace Officer from issuing a Violation Ticket for an offence if a person fails to pay the specified penalty on the face of a Municipal Ticket to the Town within the time specified on it.

#### **GENERAL PROVISIONS**

16. A copy of a record of the Town, certified by the Chief Administrative Officer as a true copy of the original, shall be admitted in evidence as prima facie proof of the facts stated in the record without proof of the appointment or signature of the person signing it.

#### **SEVERABILITY OF BYLAW PROVISIONS**

17. Each separate provision of this Bylaw shall be deemed independent of all provisions, and if any provision of this Bylaw be declared invalid, all other provisions shall remain valid and enforceable.

#### **REPEAL**

18. Bylaws No. 1558, 1867-02, and 1944-07 and any amendments thereto are hereby repealed.

#### **COMMENCEMENT OF ENFORCEMENT**

READ a first time this 18<sup>th</sup> day of February, A.D. 2014.

Read a second time this 4<sup>th</sup> day of March, A.D. 2014.

Read a third and finally passed this 4<sup>th</sup> day of March, A.D. 2014.

---

Mayor

---

Assistant CAO

**SCHEDULE "A"**  
**PENALTIES**

	<b>OFFENCE</b>	<b>FIRST OFFENCE</b>	<b>SECOND OFFENCE</b>	<b>THIRD OFFENCE</b>
Section 5(1)(a)	Fail to obtain a Dog license Tag	\$100.00	\$250.00	\$500.00
Section 5(1)(b)	Provide false or misleading information on application for license	\$100.00	\$250.00	\$500.00
Section 5(1)(c)	Fail to ensure Dog wears a collar/Tag	\$100.00	\$250.00	\$500.00
Section 5(1)(d)	Dog Running at Large	\$100.00	\$250.00	\$500.00
Section 5(1)(e)	Dog Running at Large in Off-Leash Park	\$100.00	\$250.00	\$500.00
Section 5(1)(f)	Fail to carry Permitted Leash in Off-Leash Park	\$100.00	\$250.00	\$500.00
Section 5(1)(g)	Fail to attach Permitted Leash to Dog in Off-Leash Park at Officer's request	\$100.00	\$250.00	\$500.00
Section 5(1)(h)	Fail to remove Dog from Off-Leash Park at Officer's request	\$100.00	\$250.00	\$500.00
Section 5(1)(i)	Attach a leash to a Dog which is over the length of two (2) meters	\$100.00	\$250.00	\$500.00
Section 5(1)(j)	Fail to maintain a leash length of two (2) meters while using a Retractable Leash	\$100.00	\$250.00	\$500.00
Section 5(1)(k)	Fail to confine Dog in heat	\$100.00	\$250.00	\$500.00
Section 5(1)(l)	Fail to remove Dog defecation	\$100.00	\$250.00	\$500.00
Section 5(1)(m)	Allow accumulation of Dog defecation on Owner's property	\$100.00	\$250.00	\$500.00
Section 5(1)(n)	Exercise Dog while riding in a vehicle	\$100.00	\$250.00	\$500.00
Section 5(1)(o)	Fail to properly secure Dog outside cab of vehicle	\$100.00	\$250.00	\$500.00
Section 5(1)(p)	Dog on School Grounds	\$100.00	\$250.00	\$500.00
Section 5(1)(q)	Dog barks/howls so as to annoy/disturb a person	\$250.00	\$500.00	\$750.00
Section 5(1)(r)	Leave Dog unattended in Public Place	\$100.00	\$250.00	\$500.00
Section 5(1)(s)	Dog destroys or damages property	\$100.00	\$250.00	\$500.00
Section 5(1)(t)	More than 3 Dogs on premises	\$100.00	\$250.00	\$500.00
Section 6(1)	Fail to remove Dog acting aggressively from Off-Leash Park	\$100.00	\$250.00	\$500.00
Section 6(2)(a)	Dog exhibiting Threatening Behavior towards animal, bicycle, or motor vehicle	\$100.00	\$250.00	\$500.00



Section 6(2)(b)	Dog exhibiting Threatening Behavior toward at person	\$250.00	\$500.00	\$750.00
Section 7(1)(a)	Dog bites, attacks, or causes Minor Injury to another animal	\$500.00	\$750.00	\$1,000.00
Section 7(1)(b)	Dog bites, attacks, or causes Minor Injury to Person	\$500.00	\$750.00	\$1,000.00
Section 7(2)(a)	Dog bites, attacks, or causes Severe Injury to another animal	\$750.00	\$1,500.00	\$2,500.00
Section 7(2)(b)	Dog bites, attacks, or causes Severe Injury to a person	\$1,000.00	\$2,500.00	\$5,000.00
Section 7(3)(a)	Dog cause death to another animal	\$1,000.00	\$2,500.00	\$5,000.00
Section 7(3)(b)	Dog cause death to person	\$5,000.00	\$10,000.00	\$10,000.00
Section 8(1)(a)	Fail to provide valid Dog license information to a Peace Officer	\$400.00	\$800.00	\$1,200.00
Section 8(1)(b)	Provide false or misleading information to a Peace Officer	\$400.00	\$800.00	\$1,200.00
Section 14(1)(a)	Interfere/obstruct Peace Officer attempting to apprehend or in possession of a Dog	\$400.00	\$800.00	\$1,200.00
Section 14(1)(b)	Interfere/obstruct Peace Officer investigating an offence	\$400.00	\$800.00	\$1,200.00
Section 14(1)(c)	Unlock or unlatch vehicle or enclosure to allow captured Dog to escape	\$400.00	\$800.00	\$1,200.00
Section 14(1)(d)	Remove or attempt to remove any Dog from the possession of a Peace Officer	\$400.00	\$800.00	\$1,200.00
Section 14(1)(e)	Provide false or misleading information to a Peace Officer	\$400.00	\$800.00	\$1,200.00
Section 14(1)(f)	Refuse to provide identification to a Peace Officer	\$400.00	\$800.00	\$1,200.00
Section 14(2)(a)	Untie/ loosen/free a Dog which has been restrained	\$400.00	\$800.00	\$1,200.00
Section 14(2)(b)	Open gate/door/other opening to allow a Dog to leave the fenced area/ enclosure	\$400.00	\$800.00	\$1,200.00
Section 14(2)(c)	Throw/poke any object into an enclosed space where a Dog is confined	\$400.00	\$800.00	\$1,200.00

**SCHEDULE "B"**

Dog licensing fees if license purchased on or before January 31 of the current year:

Altered Dogs:           \$15.00

Non-Altered Dogs:     \$40.00

Dog licensing fees if license purchased after January 31 of the current year:

Altered Dogs:           \$25.00

Non-Altered Dogs:     \$50.00

Cost of replacement Tags:     \$10.00 per Tag.