

Doig River First Nation

dane yaahdeh adishtl'ish

Animal Responsibility Law No. 2502, 2025

A LAW TO REGULATING ANIMAL CARE ON

DOIG RIVER FIRST NATION RESERVE LANDS

WHEREAS: Doig River First Nation is a Treaty 8 First Nation with the inherent right to manage its lands and resources;

AND WHEREAS: Doig River First Nation has asserted its authority to manage its lands and resources by withdrawing its reserve land from the land management provisions of the *Indian Act* and enacting its own Land Code;

AND WHEREAS: Doig River First Nation Council directed the Lands Governance Office to prepare an animal responsibility law in accordance with the Doig River First Nation Land Code;

AND WHEREAS: the Lands Governance Office prepared and engaged with membership on a proposed animal responsibility law in accordance with the Land Code;

AND WHEREAS: Doig River First Nation Council deem it necessary and in the best interests of the Nation to facilitate responsible animal care on Reserve;

AND WHEREAS: the Doig River First Nation Council is empowered to enact this law pursuant to Part V of the Doig River First Nation Land Code;

NOW THEREFORE, BE IT RESOLVED that Doig River First Nation Council enacts as follows:



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PART 1 – INTERPRETATION

1. Title

1.1 This Law may be cited as “Animal Responsibility Law No. 2205, 2025”.

2. Application

2.1 This Law applies to Doig River First Nation Reserve lands.

3. Severability

3.1 If any section, subsection, sentence, clause or phrase of this Law is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion must be severed and the decision that it is invalid shall not affect the validity of the remaining portion of this Law.

4. Definitions

4.1 In this Law:

- a. **“Animal”** means any member of the animal kingdom but excludes the human species;
- b. **“At Large”** means not being under the direct and continuous control of the Owner either by being;
 - i. securely contained or tethered in or upon the property of its Owner,
 - ii. securely confined within a building or escape proof enclosure, or
 - iii. in the care and control of a person who is exercising direct control over it;
- c. **“Attack”** means an Animal, in the absence of Mitigating Factors that;
 - i. physically forces aggressive behaviour on a human or Animal, or
 - ii. causes injury, disfigurement, temporary or permanent physical or mental disability, or death to a human or Animal;
- d. **“Basic Care”** means the provision of;
 - i. adequate and appropriate food and potable water in sanitary receptacles,
 - ii. shelter in an area of sufficient size and which is maintained to prevent the Animal from suffering discomfort, and which includes clean bedding material,
 - iii. adequate exercise suitable for breed, and
 - iv. veterinary care as may be required to maintain the health and comfort of the Animal;
- e. **“Boulevard”** means that portion of a highway between the curb or edge of a constructed roadway and the adjacent parcel boundary;
- f. **“Cat”** means any domesticated Animal of the Felidae species;
- g. **“Community Safety Officer”** means any individual appointed by DRFN or their designate to administer and enforce the provisions of this Law;
- h. **“Council”** means the Council of DRFN or the Municipality as the context implies;



- i. **“Dangerous Dog”** means a Dog that has, in the absence of a Mitigating Factor;
 - i. aggressively pursued or harassed a person or Animal,
 - ii. displayed aggressive behaviour including, but not limited to, growling, snarling, lunging,
 - iii. bitten a person or Animal,
 - iv. displayed a disposition, propensity, or potential to attack or injure a person or Animal, or
 - v. killed or seriously injured a person,
 - vi. 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,
 - vii. presented a continuing threat of serious harm to humans or Animals, or
 - viii. the Community Safety Officer has reasonable grounds to believe is likely to kill or seriously injure a person;
- j. **“Dog”** means any Animal of the *Canis familiaris* species irrespective of age or sex;
- k. **“DRFN”** means Doig River First Nation;
- l. **“Land Code”** means the Doig River First Nation Land Code dated for reference February 21, 2023;
- m. **“License”** means a license issued by DRFN under this Law and for greater certainty is not a Licence as defined in Land Code;
- n. **“Mitigating Factor”** means a circumstance that excuses the aggressive behaviour of a Dog and includes:
 - i. responding to an attack by a person or aggressive Animal,
 - ii. responding to teasing, provocation, or torment,
 - iii. protecting its Owner from physical harm, or
 - iv. defending the real or personal property of its Owner from trespass, damage, or theft;
- o. **“Municipality”** means any municipality where DRFN has a Reserve;
- p. **“Occupier”** means, in respect of a parcel, a person who has a right or use or occupation of the parcel, including licenses, leases and interests or land rights held pursuant Land Code, but does not include title to that Parcel;
- q. **“Owner”** means any person;
 - i. owning, possessing, or harbouring a Dog or other Animal,
 - ii. having care and control over a Dog or other Animal, or
 - iii. suffering or permitting a Dog or other Animal to remain about the property the person occupies;
- r. **“Poundkeeper”** means a person or persons appointed from time to time by DRFN, to be the Poundkeeper, or the authorized agent of any corporation or society with whom DRFN has an agreement to act as Poundkeeper, or any person or persons that DRFN may authorize to assist the Poundkeeper;
- s. **“Reserve”** means “Land” or “Lands” as defined in the Land Code and includes 10213 Gat Tah Kwā Urban Reserve, IR 204 Beaton Reserve, IR 206 Doig River, 10239 Wqchiigii Nane? and with the consent of the First Nation, lands which are later added to or created as DRFN reserve subject to Land Code;



- t. **“Secure Enclosure”** means a structure:
 - i. at least 1.8 meters in height,
 - ii. having a concrete, stone, or asphalt floor,
 - iii. with wire or steel mesh sides and roof,
 - iv. with the floor securely attached to the sides or the sides embedded in the ground to a minimum depth of thirty centimeters, and
 - v. constructed and locked in such a fashion as to prevent the escape of a dog and to prevent the entry of any persons except those persons authorized by the owner;
- u. **“Service Dog”** means any Dog trained and certified by an accredited institution:
 - i. as a law enforcement Dog, or
 - ii. to aid an individual with a disability;
- v. **“Tag”** means a Dog or Cat tag issued by DRFN pursuant to this Bylaw;
- w. **“Urban Reserve”** means the Gat Tah Kwá Urban Reserve and with the consent of the First Nation, lands which are later added to the Gat Tah Kwá Urban Reserve or created as reserve within a Municipality and subject to Land Code; and
- x. **“Unlicensed Animal”** means a Dog or Cat for which the License for the current year has not been obtained.

5. Interpretation

- 5.1 The words "shall", "must" and "is" require mandatory compliance.
- 5.2 Unless the context otherwise clearly indicates, words used in the singular include the plural, and the plural includes the singular.
- 5.3 The insertion of headings in no way modifies or explains the scope of meaning of this law.
- 5.4 Schedules A through C in this Law form part of this Law and are enforceable in the same manner as this Law.



PART 2 – ADMINISTRATION

6. Exemptions

- 6.1 Nothing in this Law shall apply to Animals that are:
- a. in a veterinary hospital under the care of a licensed veterinarian; or
 - b. in a DRFN or BC SPCA pound.
- 6.2 Section 9 through 13 of this Law shall not apply to Dogs owned by the RCMP.

7. Offences, Penalties and Enforcement

- 7.1 Every person who contravenes or violates any of the provisions of this Law, or who suffers or permits any act or thing to be done in contravention of this law, or who refuses, omits, or neglects to fulfill, observe, carry out, or perform any duty or obligation imposed by this Law is liable on summary conviction in accordance with Part XIII of the Land Code to:
- (a) fines, to a maximum of five thousand dollars or any Land Law;
 - (b) community service;
 - (c) means for achieving compliance through traditional, cultural or community healing justice measures;
 - (d) any other means for achieving compliance; or;
 - (e) any combination of the above.
- 7.2 Subject to subsection 7.1, where there is an offence that continues for more than one day, separate fines may be issued for each day or part thereof in respect of which the offence occurs or continues.
- 7.3 Any person designated as a Community Safety Officer or RCMP Officer is hereby authorized and empowered to enforce the provisions of this Law.



PART 3 - REGULATIONS

8. General Regulations

- 8.1 No person shall interfere with, hinder, or obstruct an authorized person in the exercise or performance of his or her powers, duties or functions under this law
- 8.2 No person may keep more than three (3) dogs and/or three (3) cats within a dwelling.

9. Licencing Requirements

- 9.1 For the purposes of this Section, unless the Owner has a valid written exemption issued by Community Development, the Owner of a Dog or Cat is responsible for providing proof that:
 - a. their Dog or Cat is spayed or neutered; or
 - b. their Dog or Cat is less than three months of age.
- 9.2 An Owner of a Dog or Cat that is three months of age or older must:
 - c. obtain a License for that Dog or Cat for the current calendar year; and
 - d. must thereafter obtain a new License for each subsequent calendar year.
- 9.3 At the time of application, the Owner shall provide proof of compliance with Section 9.1, pay the license fee set out in Schedule "A" for the type of License sought.
- 9.4 An Owner may apply to Licence a Dog or Cat for the current calendar year or for a calendar year commencing in less than three months by completing an application in the form prepared by DRFN.

10. Responsibility of Owner

- 10.1 Every Owner shall take effective measures to ensure that their animal:
 - a. is not At Large;
 - b. does not Bite or Attack a person or other Animal; or
 - c. does not damage public or private property.
- 10.2 Every Owner of a Dog shall keep their Dog leashed when the Dog is in a public place unless that place has been designated an off-leash area pursuant to subsection 10.3.
- 10.3 DRFN may designate off-leash areas where Licensed Dogs are permitted to be At Large.
- 10.4 Prior to spaying a female Dog, every Owner of a female Dog in heat shall keep the female Dog on the Owner's property and:



- a. confined indoors under the effective handling of a person over the age of 16 years;
- b. confined within a securely fenced side or rear yard where the fence is designed to prevent the Dog from escaping the yard and with any gate(s) in such fenced areas securely locked at all times when the Dog is in the fenced area;
- c. confined in a Secure Enclosure; or
- d. securely leashed or harnessed with a non-retractable leash no more than two metres in length and under the effective control of a person over the age of 16 years.

10.5 A Dog Owner must immediately remove feces deposited by the Owner's Dog on property other than the property that the Owner occupies.

10.6 No Owner shall permit or allow their Dog on any school ground, playground, or park where Dogs are expressly prohibited.

11. Care of Animals

11.1 No person shall keep an Animal unless the Animal is provided with Basic Care.

11.2 No person shall keep an Animal outdoors unless provided with shelter of adequate size to allow the Animal to enter, stand and turn around freely, lie, and sit in a normal position, so as to:

- a. provide sufficient protection from the elements: cold, wetness and heat, for the breed; and
- b. provide adequate shade to protect from direct sun.

11.3 No person shall confine an Animal in any motor vehicle or enclosed area without providing adequate ventilation and water to prevent the Animal from suffering from distress, discomfort, or injury due to heat.

11.4 No Owner or other person shall tether, tie, or fasten an Animal to any fixed object by using a rope, chain, cord, choke chain or choke collar directly around the Animal's neck.

12. Notice

12.1 Where a Community Safety Officer has reason to believe that a Dog is an Dangerous Dog, the Community Safety Officer may issue and serve upon the Owner a notice in letter form stating that the Owner's Dog meets the definition of a Dangerous Dog and advising the Owner of the requirement set out in Sections 12 and 13 as they apply to the Owner's Dog.

13. Appeal

13.1 An Owner of a Dog or Cat who has received a notice pursuant to Section 12 of this Law may appeal the findings of the Community Safety Officer to Council within 30 days of service of the notice.

13.2 After receiving an appeal, the Mediator may:

- a. confirm or reverse the findings of the Community Safety Officer;



- b. make a finding that the Dog is not a Dangerous Dog; or
- c. in consultation provide recommendations for other actions.

14. Animal Responsibility

- 14.1 No person shall keep an Animal listed in Schedule “B” within the boundaries of a DRFN Reserve.
- 14.2 No person shall tie, secure or fasten an Animal to any traffic control post, sign, parking meter, power pole, light standard or telephone pole on a DRFN Reserve.
- 14.3 No person shall permit any Animal to be At Large.

15. The Pound and Poundkeepers

- 15.1 The Municipality is responsible for establishing pounds for the keeping and impounding of Dogs and Cats from DRFN Urban Reserves. DRFN hereby authorizes and appoints the BC SPCA to act as Poundkeeper for the keeping and impounding of Dogs and Cats from DRFN Urban Reserves.
- 15.2 DRFN is responsible for maintaining a pound for the temporary keeping and impounding of Dogs and Cats from Reserve lands other than DRFN Urban Reserves.

16. Seizure and Impoundment

- 16.1 The RCMP Officer or Community Safety Officer may seize and impound on a Reserve:
 - a. an Animal unlawfully At Large on a highway or in a public place;
 - b. an Unlicensed Dog or Cat;
 - c. an Animal straying or trespassing on property;
 - d. an Animal on unfenced land and not securely tethered or contained;
 - e. an Animal that the RCMP Officer or Community Safety Officer determines is subject to suffering, or
 - f. an Animal presenting a threat of serious harm to a human or other Animal.
- 16.2 Where an Animal has been seized and impounded, the RCMP Officer or Community Safety Officer determines that the Animal’s suffering cannot be otherwise reasonably addressed, DRFN may retain a veterinarian licensed to practice in British Columbia to humanely destroy the Animal.
- 16.3 Where a Dog or Cat has been seized, the RCMP Officer or Community Safety Officer will deliver the Animal to the applicable pound and the Poundkeeper shall impound the Dog for a period of at least 72 hours, excluding Sundays and statutory holidays, unless the Owner claims the Dog and takes possession of it earlier.
- 16.4 Where an Animal other than a Dog or Cat has been seized, the RCMP Officer or Community Safety Officer will deliver the Animal to a veterinarian.
- 16.5 The Owner, or the Owner’s agent, may take possession of an impounded Dog upon payment to the Poundkeeper of:



- a. the appropriate license fee if the Animal is an Unlicensed Dog or Cat;
- b. kennel fees that have accrued; and
- c. any veterinarian fees incurred by DRFN while the Dog or Cat is at the pound.

16.6 Where an Owner fails to claim and take possession of an impounded Dog or Cat within the 72-hour time-period, the Dog or Cat may be humanely destroyed, sold, or otherwise disposed of.

16.7 An Owner of an impounded Animal is liable to pay the following fees set out in Schedule "A" to this Law regardless of whether or not the Owner claims the Animal:

- a. the kennel fees, which fees are imposed for every 24 period or fraction thereof the Dog has been impounded;
- b. the veterinarian fees if the Animal received veterinarian care; and
- c. the destruction fee if the Animal is destroyed.

17. Effective Date

17.1 This Law will come into force on the date of enactment.



PART 4 - ENACTMENT

This Law known as the “ANIMAL RESPONSIBILITY LAW NO. 2502, 2025” is hereby enacted at a duly convened meeting of the Doig River First Nation Council this 12th day of May, 2025.

Quorum: 3


CHIEF

Trevor Makadahay


COUNCILLOR

Brittany Brinkworth


COUNCILLOR

Starr Acko


COUNCILLOR

Justin Davis



SCHEDULE A - FEES

SERVICE	AMOUNT OF FEE
1. Processing an application for a license for: a. Each dog or Cat that is not spayed or neutered b. Each dog or Cat that is neutered or spayed * c. Each dog and/or Cat owned by a Senior Citizen ** d. Replacement tag issuance (loss or destruction)	 \$30.00 \$15.00 \$5.00 \$5.00
Kennel Fees: 2. Dogs and Cats a. First day of impoundment b. For each twenty-four-hour period of impoundment c. For each twelve-hour period of impoundment 3. Other Animals a. First day of impoundment b. For each twenty-four-hour period of impoundment 4. Livestock and Fowl a. First day of impoundment b. For each twenty-four-hour period of impoundment ❖ <i>Half day's fees do not apply</i>	 \$20.00 \$20.00 \$10.00 \$10.00 \$10.00 \$20.00 \$20.00
5. Veterinarian Fees	Actual Costs
6. Fee to Euthanize or Destroy a. Dog or Cat b. Animal other than a Dog or Ct	 Actual Costs Actual Costs

*** Proof of Neuter or Spay is required to be shown or provided when purchasing dog licenses**

**** These fees will be available to senior citizens (age 65 or older) on proof of age when dog licenses are purchased.**



SCHEDULE B - PROHIBITED ANIMALS

MAMMALS

1. Artiodactyla (such as cattle, goats, sheep, pigs) except when kept as permitted Livestock
2. Canidae (such as coyotes, wolves, foxes, hybrid wolf dogs) except Dogs
3. Chiroptera (bats such as fruit bats, myotis, flying foxes)
4. Edentates (such as anteaters, sloths, armadillos)
5. Felidae (such as tigers, leopards, cougars) except Cats
6. Hyaenidae (such as hyenas)
7. Lagomorpha (such as hares, pikas) except rabbits
8. Marsupials (such as kangaroos, opossums, wallabies) except sugar gliders derived from self-sustaining captive populations
9. Mustelidae (such as mink, skunks, weasels, otters, badgers) except ferrets
10. Non-human primates (such as chimpanzees, gorillas, monkeys, lemurs)
11. Perissodactyla (such as horses, donkeys, jackasses, mules) except when kept as permitted Livestock
12. Proboscidae (elephants)
13. Procyonidae (such as coatimundi, cacomistles)
14. Rodentia (such as porcupines and prairie dogs) except rodents which do not exceed 1,500 grams and are derived from self-sustaining captive populations
15. Ursidae (bears)
16. Viverridae (such as mongooses, civets, genets)

BIRDS

1. Anseriformes (such as ducks, geese, swans, screamers) except when kept as permitted Livestock
2. Galliformes (such as pheasants, grouse, guinea-fowls, turkeys, chickens) except when kept as permitted Livestock
3. Struthioniformes (flightless ratites such as ostriches, rheas, cassowaries, emus, kiwis) except when kept as permitted Livestock

REPTILES

1. Crocodylia (such as alligators, crocodiles, gavials)
2. All snakes which reach an adult length larger than 3 metres
3. All lizards which reach an adult length larger than 2 metres

OTHER

1. All venomous and poisonous animals

