

York Factory First Nation Control of Animals By-Law

A By-law concerning the control of animals and to provide for the health and safety of all residents on York Factory First Nation's reserve lands.

Preamble

WHEREAS section 81(1) of the *Indian Act* (Canada) provides that York Factory First Nation's Band Council may make by-laws to provide for the health of residents on the reserve, for the protection against and prevention of trespass by domestic animals, and with respect to any matter arising out of or ancillary to the exercise of these powers;

AND WHEREAS the York Factory First Nation Band Council is empowered to exercise all legislative and executive authority for the York Factory First Nation;

AND WHEREAS the York Factory First Nation Band Council is of the opinion that the uncontrolled ownership and running at large of Dogs may be detrimental to the health and safety of, and a nuisance to, the residents of the reserve;

AND WHEREAS the York Factory First Nation Band Council accordingly wishes to establish a comprehensive By-law to regulate the care and control of Dogs to prevent nuisance and trespass by such animals on the reserve lands;

NOW THEREFORE the York Factory First Nation Band Council, at a duly convened meeting of the York Factory First Nation Band Council, enacts the following By-law:

Article 1

Title

- 1.1 This By-law may be cited as the "York Factory First Nation Control of Animals By-law".

Article 2

Application

- 2.1 This By-law governs the care and control of Dogs to prevent nuisance and trespass by, and to protect the safety of residents from, dogs on the Reserve.
- 2.2 This By-law does not apply to a Police or Animal Control Officer's Dog while the Dog is in active service.

Article 3

Definitions

- 3.1 In this By-law, the following terms have the following meanings:
 - a) "**Abandoned**" means any Dog that is:

- i. Left for more than 24 hours without adequate food, water or shelter;
 - ii. Left for five (5) days or more after the expected retrieval time from the Pound;
 - iii. Found on premises which have been vacated by the Owner; or
 - iv. Is found At Large on more than three (3) occasions;
- b) “**Administration Office**” means the York Factory First Nation Band Office, Box 257, York Landing, MB R0B 2B0;
- c) “**Administrator**” means any person appointed by Council or contracted by Council for the purpose of administering this By-law as described by the provisions of this By-law;
- d) “**Animal Control Officer**” means any person appointed by Council or contracted by Council from time to time for the purpose of applying and enforcing this By-law;
- e) “**At Large**” means any Dog:
 - i. being elsewhere other than on the premises of a person owning or having custody, care or control of such Dog; and
 - ii. not being under the direct charge and effective control of a responsible and competent person;
- f) “**Behaviour Assessment**” means a review of the behaviour of a Dog performed by an experienced and certified expert in Dog behaviour;
- g) “**Communicable Disease**” means any disease or illness that may be transferred from an animal to a human through direct or indirect contact;
- h) “**Council**” means the governing band council of York Factory First Nation elected pursuant to section 74 of the *Indian Act* (Canada);
- i) “**Dangerous Dog**” means:
 - i. a Dog that has attacked, bitten or caused injury to a person or has demonstrated a propensity, tendency or disposition to do so;
 - ii. a Dog that, while At Large, has attacked, bitten, killed or caused injury to livestock or a domestic animal;
 - iii. a Dog that, while At Large, has aggressively pursued or harassed a person;
 - iv. a Dog that, while At Large, aggressively pursued or harassed livestock or a domestic animal;

- v. a Dog with known propensity to attack or injure a person without provocation or to otherwise threaten the safety of human beings or livestock or domestic animals; or
 - vi. a Dog that has been deemed dangerous, vicious or similar under a law or bylaw of any other First Nation, municipality, or regional district;
- j) **“Dog”** means both male and female of the species *canis domesticus* apparently over the age of three (3) months, and includes a Dangerous Dog;
- k) **“Dog Sled Team”** means a group of two or more Dogs that are trained or being trained to pull a traditional Dog sled.
- l) **“Dwelling”** means a single-family home or a single-family unit within a multi-unit residential building;
- m) **“Heat”** means the stage in a female Dog’s reproductive cycle during which she is receptive to mating with male Dogs;
- n) **“Impounded”** means seized, delivered, received or taken into the Pound, or into the custody of the Animal Control Officer as provided in this By-law;
- o) **“Member”** means a person recognized at law as being a member of York Factory First Nation;
- p) **“Muzzle”** means a device used to secure a Dog’s mouth in such a humane fashion so that it cannot bite any person or other Dog;
- q) **“Owner”** means:
- i. a Person owning, possessing, having custody, care and control of a Dog;
 - ii. a Person permitting the Dog to remain about the Person’s parcel of land, building, Dwelling, mobile home or premises; or
 - iii. where the Person described in subsection (i) or (ii) above is under eighteen (18) years of age, the Person responsible for the custody of the Person under eighteen (18) years of age;
- r) **“Person”** means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative;
- s) **“Pound”** means any premises maintained and operated for the purpose of keeping Dogs Impounded;
- t) **“Public Notice”** means written notice posted at a conspicuous place at the Administration Office;
- u) **“Reserve”** means the York Factory First Nation Reserve, also known as the York Landing Reserve;

- v) “**Registered Veterinarian**” means a licensed registered member of the Manitoba Veterinary Medical Association;
- w) “**Resolution**” means a decision made by vote of a majority of a quorum of Council at a duly convened Council meeting and recorded in the minutes of that meeting;
- x) “**Secure Enclosure**” means any fence, pen, run or other structure suitable to prevent the entry of young children, and suitable to confine a Dog or Animal, in conjunction with any other measures necessary to prevent a Dog or Animal from escaping;
- y) “**Serious Injury**” means an injury to livestock, a domestic animal or human resulting from a Dog bite or attack which results in one or more broken bones, or disfiguring lacerations, or any injury requiring sutures or cosmetic surgery;
- z) “**Service Dog**” means a Dog having special training and certification by an official service dog agency which is kept and utilized by any mentally or physically disabled individual for the purpose of compensating for or alleviating the effects of that Person’s disability; and
- aa) “**Threatening Behaviour**” means a Dog which, without provocation, barks, growls, snaps at, lunges at, chases, attacks or bites livestock, a domestic animal or Person unless the individual is a trespasser on the Owner’s property.

Article 4
Administration and Enforcement

- 4.1 The Administrator, or his/her designate is responsible for the administration of this By-law.
- 4.2 Without restricting any other power, duty or function granted by this By-law, the Administrator may:
 - a) Carry out or direct whatever inspections are reasonably required to determine compliance with this By-law;
 - b) Delegate any of his/her powers and authorities under this By-law to any York Factory First Nation employee, contractor, or any organization as he/she deems appropriate, provided that the Administrator shall at all times remain accountable to ensure that the power and authorities under this By-law are carried out properly;
 - c) Establish forms for the purposes of this By-law; and
 - d) Waive the License fee otherwise payable for a Dog that is a Service Dog.
- 4.3 The Administrator shall establish and maintain a centralized register for recording and monitoring the Licenses issued under this By-law.

- 4.4 The Council may appoint a person to act as an Animal Control Officer and any assistants to the Animal Control Office as the Council deems necessary.
- 4.5 The Animal Control Officer is authorized and directed to carry out the provisions set out in this By-law.
- 4.6 Council may, from time to time, enter into an agreement with an individual or an authorized agent of any corporation, society, governmental body or other organization to carry out any of the following:
- a) carry out the provisions of this By-law;
 - b) enforce the provisions set out in this By-law;
 - c) act as the Animal Control Officer; and
 - d) maintain and operate a Pound.
- 4.7 Council may, by Resolution, establish a charge or fees payable in respect of any matter administered under this By-law.
- 4.8 Any Person who contravenes any provision of this By-law is guilty of an offence.
- 4.9 Any person who contravenes a provision of this By-law or who fails, refuses or neglects to comply with the requirements of this By-law, is guilty of an offence and is liable, upon summary conviction:
- a) to a fine of \$100.00 plus applicable costs for a first offence;
 - b) to a fine of \$200.00 plus applicable costs for a second offence;
 - c) to a fine of \$350.00 plus applicable costs for a third offence.
- 4.10 Where a Person is in default of payment of a fine or any other fees, charges or costs under this By-law, York Factory First Nation may, in its sole discretion as it deems appropriate, withhold an amount payable by it to such person from time to time not to exceed the amount of the unpaid fine, fee, charge or cost, and shall apply such amount to the unpaid fine, fee, charge or cost, as the case may be.

Article 5
Licensing of Dogs

- 5.1 Every Owner shall obtain and maintain a License in respect of his/her Dog as provided for in this By-law.
- 5.2 An Owner of a Dog shall ensure that the Dog wears the License Tag issued for the Dog at all times and shall ensure that the Dog does not wear a License Tag in respect of another Dog.
- 5.3 The Administrator shall record every License issued under this Article in a central register, to be established and maintained by the Administrator.
- 5.4 The Administrator may, on application by the Owner of a Dog, issue or renew a License in respect of the Dog and may impose such terms and conditions on such License as he or she, in his or her sole discretion, deems appropriate.

- 5.5 Before the issuance or renewal of a License pursuant to this Article, the Owner must submit to the Administrator the License fee as established by this By-law together with the following information:
- a) description of the Dog including breed, name, gender, age, tattoo and microchip number (if applicable);
 - b) evidence establishing that the dog is spayed or neutered (if applicable);
 - c) evidence that the Dog is part of a Dog Sled Team owned by the Owner (if applicable);
 - d) the name, address and telephone number of the Owner;
 - e) the number of other Dogs owned by the Owner;
 - f) any other information that the Administrator may reasonably require.
- 5.6 No Person shall give false information when applying for a License under this By-law.
- 5.7 The Owner is responsible to immediately notify York Factory First Nation of any change in the information provided in a License Application under this By-law including but not limited to the death or change of ownership of a Dog.
- 5.8 The Administrator shall not issue or renew a License pursuant to this Part unless satisfied that:
- a) all applicable fees have been paid; and
 - b) all required information has been provided.
- 5.9 Upon issuance of a License, the Administrator shall issue a License Tag for the Dog to the Owner.
- 5.10 Upon losing a License Tag, an Owner of a Dog shall advise the Administrator whereby a replacement License Tag will be issued to the Owner for the applicable fee.
- 5.11 A License issued under this By-law shall not be transferable from one Dog to another, or from one Owner to another unless the transfer is approved in writing by the Administrator.
- 5.12 Unless otherwise specified in this By-law, the term of a License shall be valid until the Owner ceases to own the Dog.
- 5.13 The License fees are set out in Schedule "A".
- 5.14 Council may, from time to time by way of a resolution in writing, change the License fees and penalties set out in this By-law.

Article 6
Regulation of Dogs

- 6.1 The Owner of a Dog is responsible and liable for any and all damages caused by that Dog to any other Person and to personal and real property.
- 6.2 The Owner of a Dog shall ensure that the Dog is not At Large.
- 6.3 If a Dog is found to be At Large, the Owner of the Dog will be deemed to have failed or refused to comply with the requirements of Section 6.2 unless he/she provides evidence to the satisfaction of the Administrator that he/she has taken all reasonable precautions to either:
 - a) Secure the Dog so that the Dog would not be able to escape the Owner's Property, Motor Vehicle, Secure Enclosure or other form of confinement; or
 - b) Ensure that the Dog was under the direct, effective and constant control of a competent individual at all times when the Dog was off the Owner's Property.
- 6.4 The Owner of a Dog is responsible for the care and control of the Dog and must:
 - a) ensure that the Dog or any defecation left by the Dog does not become a nuisance;
 - b) ensure that the Dog does not damage any private or public property;
 - c) reasonably ensure that the Dog does not exhibit Threatening Behaviour;
 - d) provide sufficient food, water and shelter for the Dog's humane survival;
 - e) ensure that the Dog receives proper veterinary care and exercise sufficient to maintain the Dog in good health;
 - f) ensure that the Dog is immunized in accordance with generally accepted veterinary standards;
 - g) refrain from punishing or abusing the Dog unnecessarily or in a matter that amounts to cruelty or is likely to cause the Dog negative psychological consequences; and
 - h) provide a clean and sanitary living environment for the Dog.
- 6.5 When a Dog is tethered, the Owner must ensure that:
 - a) the Dog has unrestricted movement within the range of the tether;
 - b) the Dog will not injure itself as a result of being tethered;
 - c) the tether will not permit the Dog to go beyond the Owner's property;
 - d) a metal collar is not used;
 - e) the Dog will not be tethered continuously; and
 - f) the tether is an appropriate length for the size of the Dog.
- 6.6 No Person shall torment or intentionally provoke a Dog.
- 6.7 An Owner of a Dog must not Abandon the Dog.
- 6.8 Every Owner of a female Dog that is in Heat must not leave that Dog unsupervised

for the time in which she is in Heat unless that Dog is kept in a Secure Enclosure.

- 6.9 In addition to the general requirements that apply to Dogs under this By-law, any Owner of a Dangerous Dog must:
- a) clearly post warning signs to that effect at any premises where the Dangerous Dog regularly resides; and
 - b) ensure that the Dangerous Dog wears a Muzzle if it is not confined.
- 6.10 Council may prohibit the keeping of any Dogs on any area of the Reserves for health and safety reasons provided it provides Public Notice of such prohibition and also posts such Notice in a visible location at the prohibited area of the Reserves.
- 6.11 *The Animal Care Act*, CCSM c A84, including the authority of the humane societies thereunder, shall apply to York Factory First Nation and Reserve for the purposes of ensuring the protection of Dogs, provided that any Person purporting to exercise its authority pursuant to *The Animal Care Act*, CCSM c A84 on Reserve shall notify the Animal Control Officer prior to attending at the Reserve.
- 6.12 A Person, or group of Persons residing at the same Dwelling, shall not own more than two (2) Dogs, on any Premises within the Reserve, unless otherwise authorized in writing by the Administrator.
- 6.13 The Administrator may authorize a Person or group of Persons residing at the same Dwelling to own more than two (2) Dogs on any Premises within the Reserve for the following reasons only:
- a) the Person or group of Persons residing at the same Dwelling have registered a Dog Sled Team with the Administrator and all Dogs owned by the Owner are part of that Dog Sled Team; or
 - b) more than two Persons residing at the same Dwelling require a Service Dog.
- 6.14 Notwithstanding Sections 6.12 and 6.13, if a Person or group of Persons residing at the same Dwelling own more than two (2) Dogs as of the date on which this By-law comes into force, that Person or those Persons will be permitted to own all the dogs that that Person or those Persons already own.
- 6.15 Section 6.12 does not apply to:
- a) a legally established Kennel or Animal Control Facility which has obtained and maintains all necessary licenses, permits and authorizations pursuant to York Factory First Nation By-laws; or
 - b) Dog litters where the puppies are under three (3) months of age.
- 6.16 A Person who owns or keeps a Dog and who knows or suspects that that Dog has a Communicable Disease, must:
- a) promptly report the Dog to the Animal Control Officer and to a Registered Veterinarian;
 - b) keep the Dog securely enclosed in a manner that will prevent spread of the disease; and

- c) follow the direction of such Registered Veterinarian and any government officials who have authority to issue any related orders or directions, including directions to humanely euthanize the Dog.
- 6.17 Upon receipt of a report referred to in Section 6.16, the Animal Control Officer shall immediately notify regional health authorities of the report.

Article 7
Seizure, Sale and Disposal of Dogs

- 7.1 The Animal Control Officer may seize and Impound any Dog that is not cared for in accordance with the provisions of this By-law or is owned by a Person whom the Animal Control Officer upon reasonable grounds determines to be in contravention of this By-law.
- 7.2 The Animal Control Officer may seize and Impound a Dog who has, or is believed by the Animal Control Officer upon reasonable grounds to have:
- a) Inflicted a Serious Injury upon livestock, a domestic animal or human;
 - b) Caused the death of livestock, a domestic animal or human; or
 - c) The Animal Control Officer believes on reasonable grounds that the Dog should be submitted to a Behavioural Assessment.
- 7.3 If any seized and Impounded Dog is injured or in distress, the Animal Control Officer shall take the Dog to a Registered Veterinarian for immediate treatment.
- 7.4 The Animal Control Officer will make all reasonable attempts to identify and notify the Owner of the Impoundment of the Dog within two (2) days of Impoundment.
- 7.5 If the Animal Control Officer believes on reasonable grounds that an Impounded Dog should be submitted to a Behavioural Assessment, the Animal Control Officer will make any necessary arrangements for the Behavioural Assessment to be conducted.
- 7.6 The Administrator may decide to:
- a) Release the Dog to its Owner, after the Administrator is satisfied that the release of the Dog will not pose a risk to the health and safety of residents of the Reserve;
 - b) Take steps to rehabilitate and/or gift, sell or rehome the Dog; or
 - c) Humanely euthanize the Dog.
- 7.7 Where the Administrator is able to identify the Owner, the Administrator will provide ten (10) days notice of its decision to the Owner.
- 7.8 Notice given pursuant to Section 7.7 shall be deemed served upon actual personal service of the notice on the Owner or five (5) days from the date of mailing the notice to the Owner via regular mail to the Owner's last known postal address.

- 7.9 If the Administrator decides to humanely euthanize the Dog, he/she will file with the York Factory First Nation Band Council a written report of the reasons for his/her decision.
- 7.10 The Animal Control Officer may detain any Dog seized on the Reserve until the following amounts are paid to York Factory First Nation:
- a) all actual costs incurred by York Factory First Nation in administering this By-law with respect to the Dog, including costs for Impounding, boarding and transporting the Dog seized from the Reserve;
 - b) any veterinarian fees incurred by York Factory First Nation under Article 7 of this By-law; and
 - c) any penalties or fees established under the By-law by Council from time to time.
- 7.11 Any Person seeking to reclaim a Dog must provide the Administrator with sufficient proof of ownership of the Dog.
- 7.12 The Animal Control Officer must give prior Public Notice of a sale of a Dog under this By-law, describing each Dog to be sold and the date, time and location of the sale.
- 7.13 The purchaser of a Dog from the Animal Control Officer on behalf of York Factory First Nation shall obtain full right and title to the Dog and the right and title of the former Owner to the Dog shall cease.
- 7.14 Notwithstanding anything in this By-law, nothing shall prevent a Dog from being humanely euthanized at any time due to physical illness or injury upon the recommendation of a Registered Veterinarian.
- 7.15 In carrying out his/her duties under this By-law, the Animal Control Officer shall be permitted to delegate the performance of the duties contemplated in this Article as deemed necessary in the discretion of the Animal Control Officer.
- 7.16 No damages or compensation are recoverable against York Factory First Nation or any member, contractor, agent, representative or employee of York Factory First Nation as a result of a Dog being destroyed under the provisions of this By-law.
- 7.17 The following fees are hereby established:
- a) for shelter, feeding and care of any Dog while Impounded, the amounts set out in Schedule "B";
 - b) for any required veterinary treatment, including drugs and medicines, the actual costs of the treatment; and
 - c) for the humane destruction of any Dog, the actual costs of the euthanasia procedure.

Article 8
Regulations, Policies and Procedures

- 8.1 Council is authorized to establish such regulations, policies and procedures as it requires to administer this By-law. Such regulations, policies, and procedures are to be consistent with the provisions of this By-law and approved by Resolution.

Article 9
General Provisions

- 9.1 Notice:
- a) Any notice to York Factory First Nation must be in writing to York Factory First Nation and mailed, postage prepaid or personally delivered to the Administration Office.
 - b) Any notice from York Factory First Nation to an Owner must be in writing and mailed postage pre-paid or personally delivered to the last known address of the Owner.
- 9.2 Severability: A finding by a court of competent jurisdiction that a section or provision of this By-law is void or invalid will not affect or bear upon the validity or invalidity of any other section or part of this By-law or this By-law as a whole.
- 9.3 Gender and Plurality: In this By-law, any words in the singular include the plural and words in the plural include the singular and the masculine includes the feminine and neuter where the context applies.
- 9.4 Amendments and Repeal. This By-law may be amended or repealed by the Council.
- 9.5 Nothing in this By-law relieves a Person from complying with any applicable law, regulation, other Law or By-law or any requirements of any lawful permit, order, consent or other direction.
- 9.6 Nothing in this By-law limits the right of any Person to prosecute a claim for damages by reason of injuries to Person or property resulting from any action of the Owner of any Dog, or from the action of any agent of the Owner.
- 9.7 It is the intention of Council that all offences created by this By-law be interpreted to be strict liability offences.
- 9.8 Coming into force: This By-law will come into force and effect once it has been approved by Council and notice of the By-law has been posted in the First Nation Gazette.

Approved and passed at a duly convened meeting of the York Factory First Nation Band Council this 27th day of February 2023.

Don Woodcut
Chief

R Constant
Councillor

George Beary
Councillor

Wayne Redhead
Councillor

Franc Wastericott
Councillor

A quorum of Council is 3.

SCHEDULE "A" – DOG LICENSE FEES

Male or Female Dog

(a) Dog that has not been spayed or neutered: \$20.00

(b) Spayed or neutered: \$40.00

Replacement License Tag: \$5.00

SCHEDULE "B" – FEES

Amount to be paid to York Factory First Nation by the Owner of a Dog in respect of the Impoundment of said Dog at the Animal Control Facility.

1. Impound Fees: \$30.00 per day.
2. Care and Sustenance Fees (calculated per day or portion thereof, commencing at midnight on the day of impoundment) \$30.00 per day.
3. Veterinary and Euthanasia expenses: Amount expended.