

DÉLĪNEĢ GOT'ĪNEĢ GOVERNMENT

DOG ACT

JANUARY 1, 2025

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WHEREAS section 9.1.1(f) of the Délı̄ne Final Self-Government Agreement empowers the Délı̄ne Got'ı̄ne Government to enact laws with respect to domestic animals and activities in relation to them,

AND WHEREAS section 9.1.1(a) of the Délı̄ne Final Self-Government Agreement empowers the Délı̄ne Got'ı̄ne Government to enact laws with respect to the health, safety, and welfare of people and the protection of people and property,

AND WHEREAS section 9.1.1(b) of the Délı̄ne Final Self-Government Agreement empowers the Délı̄ne Got'ı̄ne Government to enact laws with respect to people, activities, and things in, on, or near a public place, or place that is open to the public,

AND WHEREAS section 9.1.1(c) of the Délı̄ne Final Self-Government Agreement empowers the Délı̄ne Got'ı̄ne Government to enact laws with respect to public nuisance,

the Délı̄ne Got'ı̄ne Government enacts as follows:

Citation

1. This *Act* may be cited as the “*DGG Dog Act*”.

Application

2. This *Act* applies to the control of Dogs within the Community of Délı̄ne.

Definitions

3. In this *Act*:

“**At Large**” means a Dog that is off the premises of its Owner and is not under the physical control of a person or in an area designated under this *Act* as an off-leash zone;

“**CEO**” means the Chief Executive Officer which is the DGG employee appointed to that position under the *DGG Government Organization Act*, as amended from time to time, and includes an individual who may have a different job title but has the same duties and powers of the Chief Executive Officer under the *DGG Government Organization Act* as that law was written at the time this *Act* is enacted;

“**Communicable Disease**” means a disease that is contagious and can be passed between Dogs or between a Dog and another animal or human;

“**Community of Délı̄ne**” means the area described in Schedule “B” of the DFSGA;

“**DFSGA**” means the Délı̄ne Final Self-Government Agreement;

“**DGG**” means the Délı̄ne Got'ı̄ne Government, described in the DFSGA and Part 1, Division 2 of the *DGG Government Organization Act*, as amended from time to time;

“**DGG Law**” means laws of the DGG made pursuant to the jurisdictions of the DGG set out in the DFSGA and regulations made pursuant to those laws;

“**Distress**” means distress caused to a dog because it is:

- a) deprived of adequate shelter, ventilation, space, food, water, reasonable veterinary care, or reasonable protection from harmful heat or cold;
- b) injured, sick, in pain or suffering; or
- c) abused or subjected to undue hardship or neglect;

“**DKK**” means the Délı̄ne K’awə́dó Kə, the body described in section 3.4.1(b) of the DFSGA and established by Part 1, Division 2 of the *DGG Government Organization Act*, as amended from time to time;

“**Dog**” includes male and female dogs, an animal that is a cross between a dog and a wolf, and wild dogs;

“**Dwelling House**” means a place used as a residence where people are currently living;

“**Enforcement Officer**” means an individual appointed by the DKK to enforce this *Act* and any member of the Royal Canadian Mounted Police;

“**Owner**” means a person who owns, harbours, possesses or has control or custody of a Dog; and

“**SDMCLCA**” means the Sahtu Dene and Métis Comprehensive Land Claim Agreement.

General prohibitions

4. All Owners shall provide their Dog with:
 - (a) adequate food and water kept in sanitary containers;
 - (b) reasonable protection from harmful heat or cold;
 - (c) the opportunity for periodic exercise sufficient to maintain good health; and
 - (d) sufficiently large and ventilated shelter and space to provide for the Dog’s physical health and wellbeing.
5. Dogs kept outdoors, either tethered or enclosed, must be kept so that the Dog does not:
 - (a) create a nuisance to neighbours; or
 - (b) impede utility, public works, local services, emergency responders and maintenance workers.
6. The Owner of a Dog in Distress shall take any reasonably necessary action to relieve the Distress of the Dog as soon as possible.
7. Every Owner shall ensure that their Dog shall not:
 - (a) Run At Large;

- (b) be in or on any place that is designated as an area where Dogs are not allowed under this *Act*;
 - (c) bite any person;
 - (d) attack any domestic animal;
 - (e) chase or otherwise threaten a person; or
 - (f) bite or chase bicycles or motor vehicles.
8. The DKK may designate, by resolution, areas within the Community of Déligne where Dogs are not allowed and the CEO shall cause signs to be erected in such areas that state that no Dogs are allowed in the area.
9. The DKK may designate, by resolution, areas within the Community of Déligne where Dogs are allowed to be off-leash.
10. Where a person has a Dog in a public place, the Dog must be controlled and on a leash unless the Dog is in an area that the DKK has designated an off-leash Dog area.

Entry to Relieve Distress

11. Despite any other provisions of this *Act*, if a Dog is in Distress and:
- (a) the Owner does not immediately take steps that will relieve its Distress;
 - (b) an Enforcement Officer has reasonable grounds to believe that the Owner is not likely to ensure that the Dog's Distress will continue to be relieved; or
 - (c) the Owner cannot be found immediately and informed of the Dog's Distress,
- an Enforcement Officer may, in accordance with section 12 and 13 of this *Act*, take any action that the Enforcement Officer considers necessary to locate the Dog and relieve its Distress, including taking custody of the Dog in accordance with this *Act* and taking reasonable measures to arrange for reasonably necessary transportation, food, water, shelter and veterinary care for the Dog.
12. An Enforcement Officer who has reasonable grounds to believe that a Dog is in Distress in any private place, premises or vehicle may obtain a warrant from a territorial court to enter the private place, premises or vehicle for the purpose of carrying out the Officer's duties under section 11.
13. An Enforcement Officer may take any action authorized under section 12 without a warrant, except entry into a Dwelling-House, if conditions for obtaining a warrant exist but, by reason of emergency circumstances, it would not be practical to obtain a warrant.
14. An Enforcement Officer shall use no more force than is reasonably required to enter or search any place, premises or vehicle.

Communicable Diseases

15. The Owner of a Dog which is suffering from, or suspected to be suffering from, a Communicable Disease shall:
 - (a) confine and isolate the Dog in such a manner as to prevent further spread of the Communicable Disease and contact with any other animal; and
 - (b) provide treatment for the Communicable Disease or destroy the Dog.
16. An Enforcement Officer may seize a Dog and the CEO may order the Dog placed into quarantine if:
 - (a) the dog has bitten a person or other domestic animal; or
 - (b) there are reasonable grounds to believe that the dog may have a Communicable Disease and the Owner has failed to follow the requirements of section 15.
17. The length of the quarantine period for the Dog under section 16 will be determined by the CEO based on available evidence.
18. Where a Dog is required to be quarantined under this *Act*, the CEO may order the Dog be sent to another agency inside or outside of the Community of D elinq e for the duration of the quarantine period.
19. The Owner is liable for the costs of a quarantine under section 16.

Seizures

20. In addition to sections 11 and 16, an Enforcement Officer may seize and take custody of any Dog that:
 - (a) is found At Large;
 - (b) is tied, confined, or otherwise restrained for more than a reasonable period of time without humane or proper care;
 - (c) is suffering or is otherwise in need of immediate care or intervention from the Enforcement Officer;
 - (d) is not securely contained in accordance with the provisions of this *Act*; or
 - (e) the Enforcement Officer has found its Owner contravening this *Act* and has reasonable grounds to believe that the seizure of the Dog is in the public interest.
21. An Enforcement Officer who has reasonable grounds to believe that a Dog should be seized under this *Act* is in any private place, premises or vehicle may obtain a warrant from a territorial court to enter the private place, premises or vehicle for the purpose of carrying out the Enforcement Officer's powers under section 20.

22. An Enforcement Officer may take any action authorized under section 20 without a warrant, except entry into a dwelling-house, if conditions for obtaining a warrant exist but, by reason of emergency circumstances, it would not be practical to obtain a warrant.
23. Any person may seize a Dog found At Large and deliver such Dog to an Enforcement Officer, who may take such other reasonable action as the Enforcement Officer deems necessary.

Sale, Adoption, and Destruction of Dogs

24. Where a Dog has been seized by an Enforcement Officer or seized and delivered to an Enforcement Officer, and the Owner or the Owner's designate has not reclaimed the Dog within 48 hours, the Dog shall become the property of the DGG.
25. An Owner may voluntarily surrender ownership of their Dog to the DGG and that Dog immediately becomes the property of the DGG and is not eligible to be reclaimed unless the Owner asks for the Dog back and the CEO decides in their sole discretion that it is in the best interests of the Dog to be returned to the Owner.
26. When a Dog is the property of the DGG, the CEO may:
 - (a) sell the Dog;
 - (b) arrange for the Dog to be transferred to another agency inside or outside of the Community of D  l  n   to be sold or adopted;
 - (c) destroy the Dog or authorize its destruction if the Dog cannot be sold or given away in accordance with the options (a) or (b).
27. In addition to the powers under section 26, the CEO may authorize the destruction of any Dog within the Community of D  l  n   if:
 - (a) the Dog is in the act of pursuing, attacking or injuring a person or other domestic animal and cannot be safely caught;
 - (b) the CEO is of the opinion that the Dog must be destroyed without delay for the safety of the public; or
 - (c) the Dog is found to be in such Distress that, in the opinion of the CEO, the Dog cannot be relieved of its Distress in a timely way and live without undue suffering.
28. The Owner of a Dog that has been destroyed is liable for the costs of destruction.

Offences and Penalties

29. Any person who contravenes this *Act*, permits any act or thing to be done in contravention of this *Act*, or who neglects or refrains from doing anything required to be done pursuant to this *Act* commits an offence and may be liable to a penalty up to the maximums in the DFSGA or as set out in a DGG Law.

30. Where a person has committed an offence under this *Act*, an Enforcement Officer may warn the person that they have committed an offence and educate the person on the rules in this *Act* instead of issuing a ticket.
31. The DGG may take ownership of a Dog if:
 - (a) The Owner has repeatedly committed offences under this *Act*; and
 - (b) An Enforcement Officer or the CEO has warned the Owner that if the Owner commits another offence, the DGG will take ownership of the Dog.
32. The DKK may prescribe, by regulation, fines for offences under this *Act*, including different amounts for subsequent offences, early payment discounts, and late payment penalties.
33. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues and any person guilty of such an offence may be liable to a fine for each such day or part of a day.
34. The *DGG Enforcement Act*, if in force, applies to offences under this *Act*.

Immunity

35. The DGG and its employees, servants, contractors and agents acting in the line of duty shall not be liable for the destruction or injury to any Dog or other property as a result of the provisions of this *Act*.
36. No action lies against present or past DKK members, Enforcement Officers, DGG employees, or servants or agents of the DGG or DKK, or any person lawfully assisting the DGG for anything done in good faith under this *Act*.
37. No action lies against a person who believes in good faith that a Dog is in Distress and reports the Distress to an Enforcement Officer.

Delegation

38. The DKK may delegate any of its authorities, powers or responsibilities under this *Act*.
39. The CEO may delegate any of their authorities, powers or responsibilities under this *Act*.

Regulations

40. The DKK may make any regulations that it considers necessary or advisable for the purposes of this *Act*.

Severability

41. Should any provision of this *Act* be found to be invalid by a court of competent jurisdiction, whether in whole or in part, or in particular circumstances, the invalid provision shall be severed and the balance of the *Act* shall be maintained in force, or maintained in force for application in other circumstances.

Interpretation

42. Words and expressions used in this *Act* have the same meaning as they have in the DFSGA, unless the context requires otherwise.

Repeal

43. This *Act* hereby repeals and replaces all Charter Community of Déline Bylaws on the same matter.

Amendment

44. This *Act* may be amended in accordance with DGG Law.

Commencement

45. This *Act* comes into force on the date of its enactment.

Conflict

46. In the event that two or more provisions within the *Act* conflict with one another, the most restrictive provision shall prevail.
47. In the event that the provisions of this *Act* conflict with the provisions of the DFSGA, the provisions of the DFSGA prevail.
48. In the event that the provisions of this *Act* conflict with the provisions of the Déline Got'ine ?ezadó, the provisions of the Déline Got'ine ?ezadó prevail.
49. In the event that the provisions of the DFSGA conflict with the provisions of the Déline Got'ine ?ezadó, the provisions of the DFSGA prevail.
50. In the event that the provisions of the DFSGA conflict with the provisions of the SDMCLCA, the provisions of the SDMCLCA prevail.