

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

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A BYLAW OF THE MUNICIPAL CORPORATION OF THE HAMLET OF TULITA IN THE  
NORTHWEST TERRITORIES TO REGULATE THE CONTROL OF DOGS PURSUANT  
TO SECTIONS 72, 139, 140 OF THE HAMLETS ACT, S.N.W.T., 2003, C.22, s.3.  
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**WHEREAS** the Hamlet feels it is in the best interest of public safety to regulate dogs within the municipality, and

**WHEREAS** the Hamlet wishes to show leadership through passing a bylaw that is effective and that meets Canadian standards for the humane treatment of dogs,

**NOW, THEREFORE, THE COUNCIL OF THE HAMLET OF TULITA**, at a duly assembled meeting enacts as follows:

**1. SHORT TITLE**

This bylaw may be cited as the "Dog Control Bylaw". This bylaw repeals dog bylaw 206-11

**2. INTERPRETATION**

In this bylaw:

- (a) "Bylaw Officer" means a person appointed by the Hamlet to carry out the provisions of this Bylaw and shall include any person officially designated by the Hamlet to act during a temporary absence or incapacity of the Bylaw Officer;
- (b) "control" means to exercise restraining or directing influence over a dog;
- (c) "council" means the Council of the Hamlet;
- (e) "dog" means a domesticated male or female dog and a domesticated animal that is a cross between a wolf and dog;
- (f) "dog license" means a numbered dog license in a tag form suitable for attachment to a dog collar, issued according to Section 5 of this bylaw;
- (g) "enclosure" means a structure suitable to confine a dog;
- (h) "hamlet" means the Hamlet of Tulita and incorporates all land area within the prescribed boundaries of the Hamlet;
- (i) "dog pound" means the dog pound established by the Hamlet to secure dogs that have been maintained by the Bylaw Officer;
- (j) "leash" means a restraining device firmly attached to a dog using a collar or body harness, not to exceed two meters in length, and giving physical control to the person having charge of the dog;

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

- (k) "muzzle" means a humane fastening or covering device of adequate strength over the mouth of a dog to prevent the animal from biting;
- (l) "owner" means any person, partnership, association, or corporation that owns, possesses, or has control, care, or custody over a dog, either temporarily or permanently;
- (m) "physical" means of or relating to the body;
- (n) "running at large" means a dog that is not on the property of the owner, not on a leash, and/or not under the control of a person responsible;
- (o) "senior administrative officer" means the Senior Administrative Officer of the Hamlet;
- (p) "working dog" means a seeing eye dog or dog used to assist in securing food;

**3. PROHIBITIONS**

- (a) No person shall permit a dog to run at large in the community.
- (b) No person shall transport a dog in a vehicle outside the passenger compartment unless it is adequately confined or unless it is secured in a body harness or other manner of fastening which is adequate to prevent the dog from falling off the vehicle or otherwise injuring itself.
- (c) No person may cause a dog to be hitched, tied, or fastened to a fixed object where a choke collar or choke chain forms part of the securing apparatus, or where a rope or cord is tied directly around the animal's neck.
- (d) No person may cause a dog to be hitched, tied, or fastened to a fixed object as the primary means of confinement for an extended period.
- (e) No person may cause a dog to be confined in an enclosed space, including a car, without adequate ventilation.
- (f) No person shall permit a dog to suffer from thermal distress, dehydration, discomfort, or exertion causing unnecessary pain, suffering, or injury.
- (g) No person shall abandon a dog,
- (h) No person shall in any manner use poison, air pellet guns, bows and arrows, slingshots, and the like on any dog.
- (i) No person shall use choke, prong, or shock collars or harsh physical or verbal corrections to train or restrain a dog.
- (j) No person shall tease, torment, provoke, punch, kick or choke a dog, cause or allow a dog to suffer, or train and allow any dog to fight.

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

- (k) No person shall own, possess, harbour, control, or have custody of a dog over the age of 3 months within the municipality unless the dog is licensed under this bylaw.
- (l) No person, other than the owner of a dog without the permission of the owner, shall untie, loosen, or otherwise free a dog that has been tethered or restrained.
- (m) No person, other than the owner of a dog, shall open a gate or opening in an enclosure in which a dog has been confined and thereby allow a dog to run at large.
- (n) No person shall allow a dog to run loose or in being loose, to attack and or bite a member of the community.

**4. PROVISION OF NEEDS**

Every person who keeps a dog within the Hamlet shall provide, or cause it to be provided with:

- (a) clean, fresh drinking water and suitable food of sufficient quantity and quality to allow for normal, healthy growth and the maintenance of normal, healthy body weight;
- (b) food and water receptacles kept clean, disinfected, and located to avoid contamination by excreta;
- (c) the opportunity for periodic exercise sufficient to maintain good health, including the opportunity to be unfettered from a fixed area and exercised regularly under appropriate control;
- (d) necessary veterinary medical care when the dog exhibits signs of pain, illness, or suffering, or in the absence of veterinary care available, the best medical care that can be provided;

Every person who keeps a dog that normally resides outside, or which is kept outside unsupervised for extended periods, will be encouraged to ensure the animal is provided with an enclosure that meets the following criteria:

- (e) a total area that is at least one and one-half times the length of the animal in all directions, and at least as high as the animal's height measured from the floor to the highest point of the animal when standing in a normal position plus 10%, to provide sufficient space for the dog to turn about freely and to easily stand, sit and lie in a normal position;
- (f) a house or shelter that will provide protection from heat, cold and wet that is appropriate to the animal's weight and type of coat.

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

- (g) an area providing sufficient shade to protect the animal from the direct rays of the sun at all times;
- (h) pens and run areas regularly cleaned and sanitized with excreta removed and properly disposed of daily;

**5. LICENSING**

- (a) The Bylaw Officer shall conduct an inventory of all dogs in the Hamlet and shall create a Dog Registry. A duplicate copy of the Dog Registry will be kept at the Hamlet office. The Registry shall contain the name, address, and contact information of each person who owns a dog. It will also contain the location where the dog is kept, the breed, colour, age, name, sex if neutered or spayed, known baseline temperament, and the assigned license number.
- (b) The Bylaw Officer shall issue a numbered dog tag to the owner of each dog and the tag shall be affixed to a collar around the neck of each dog. The dog tag shall be valid for the lifetime of the dog.
- (c) A dog tag issued under Section 5 (a) and (b) is not transferable between dogs.
- (d) No person shall knowingly permit a dog tag to be attached to the collar of a dog other than of the dog for which the tag was issued.
- (e) A Bylaw Officer shall not be responsible for identifying any dog which is impounded, given up for adoption, and/or sent to the SPCA if the dog is not wearing a dog tag.
- (f) Where the Bylaw Officer is satisfied that the license for a dog has been lost, stolen, or destroyed, he or she shall issue a new dog tag to the owner. The lost or destroyed dog tag number will be marked off in the registry and the new dog tag number will be recorded.
- (g) Where the ownership of a dog has changed and the dog is licensed, the new owner shall notify the Bylaw Officer and shall complete Schedule "B" of this bylaw within 7 days of becoming the new owner.
- (h) Where a Bylaw Officer receives a complaint about or becomes aware of a dog that is not licensed, he or she will contact the owner and arrange for licensing of the dog. If the owner refuses to license the dog, the animal will be seized by the Bylaw Officer.

**6. GENERAL PROVISIONS**

- (a) No person shall have more than two dogs tethered outside a residence at any given time, unless the Council, by resolution, allows otherwise.

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

- (b) No person shall walk a dog that he or she knows has the propensity to attack any person, thing, or animal without provocation unless such dog is muzzled and a secure leash is attached.
- (c) If the owner of a dog knows the propensity of the animal to attack, injure, kill, worry, pursue, damage, or destroy another animal, person, or property, he or she shall post visible signs on his or her property to warn the public of such propensity.
- (d) Every owner of a dog shall ensure that each dog over the age of six months is vaccinated against rabies and distemper once every twelve months, provided that the opportunity for vaccination is made available in the Hamlet.
- (e) Seeing-eye dogs shall be permitted to accompany the owner into any public establishment or area.

**7. EXCESSIVE NOISE**

- (a) When a Bylaw Officer receives a complaint from the public that a dog is creating excessive noise and is disturbing the public, the Officer shall instruct the owner, in person and in writing, to rectify the problem.
- (b) If after two written warnings, the excessive noise persists, the Bylaw Officer shall impose the penalties set out in Schedule "C".

**8. RUNNING AT LARGE**

- (a) Any owner, upon discovering his or her dog is at large, shall notify the Bylaw Officer and describe the dog.
- (b) When a Bylaw Officer finds a dog running at large, recognizes the animal, and knows the owner thereof, the Officer shall return the dog to its owner; otherwise, the Officer will secure the dog at the dog pound operated by the Hamlet.
- (c) When a Bylaw Officer receives a complaint that a dog is running at large and the Officer impounds the dog, if the dog is wearing a license tag reasonable steps will be taken to notify the owner thereof at the address on record, and the owner shall make satisfactory arrangements to reclaim the dog.
- (d) In the event a dog is not reclaimed by its owner after 7 days, arrangements may be made for the dog to be adopted by a resident of the Hamlet if interest has been expressed; otherwise, the Bylaw Officer shall make arrangements for the dog to be sent to the SPCA in Yellowknife for evaluation and adoption or be euthanized.
- (e) Where, in the opinion of a Bylaw Officer, public safety is in jeopardy or any member of the public is caused to fear by the presence of an animal

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

running at large, the Bylaw Officer shall post public notices in conspicuous places within the municipality or make a public announcement over the local radio station informing of the potential danger.

**9. SEIZURE AND DESTRUCTION**

- (a) The Hamlet recognizes that humane treatment of animals has become a priority throughout North America. The Hamlet desires to show leadership in the "humane treatment of animals" among municipalities in the Northwest Territories
- (b) Arrangements have been made with the Society for the Prevention of Cruelty to Animals (SPCA) in Yellowknife whereby the SPCA will accept stray dogs from Tulita for evaluation, and if possible, adoption of such animals. Dependent upon vacancy at the SPCA, alternative options are adoption or euthanasia.
- (c) In the event a dog is impounded by the Hamlet and the owner does not claim the dog, and no suitable adoptive home can be found within a reasonable period of time, the Hamlet will, in its sole discretion and in accordance with animal welfare laws and guidelines, humanely end the animal's life. If a dog has attacked a person or other animal the dog will be humanely destroyed. Preferably, this action will be through euthanasia being conducted by a license officer. Ending of a dog's life will be carried out in a manner that minimizes pain or distress to the animal. Before ending the life of an impounded dog, the animal control officer will make every possible effort to locate the owner and to find an adoptive home for the dog. This will include advertising the need for an adoptive home through posters conspicuously placed in the community. Notice, with an image of the animal, will also be advertised through social media. Advertisement will be for a period of at least seven days. A detailed record of such effort will be maintained in the Hamlet's files.

**10. OBSTRUCTION**

- (a) No person shall unlock, unlatch or otherwise open a vehicle, gate, fenced area or dog enclosure in which an animal has been captured or seized by a Bylaw Officer, without the express permission of the Bylaw Officer.

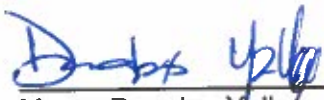
**11. PENALTIES**

- (a) Schedule "C" sets out the pound fees that are to be paid to the Hamlet by owners of dogs that are seized by the Bylaw Officer and placed in the dog pound.
- (b) Schedule "C" notwithstanding, any person who knowingly and willfully contravenes the Dog Control Bylaw, is guilty of committing an offense and may be issued a court summons that could result in jail time and/or a fine.

INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23

READ a first time this 11<sup>th</sup> day of April, 2023.

READ a second time this 11<sup>th</sup> day of April, 2023.

  
\_\_\_\_\_  
Mayor Douglas Yallee

  
\_\_\_\_\_  
Senior Administrative Officer

READ a third time and passed this 1<sup>st</sup> day of May, 2023.

  
\_\_\_\_\_  
Mayor Douglas Yallee

I hereby certify that this bylaw has been made in accordance with the requirements of the *Hamlets Act* and the bylaws of the Hamlet of Tulita.

  
\_\_\_\_\_  
Senior Administrative Officer

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

**RECORD OF DOG OWNERSHIP**

**SCHEDULE "A"**

**NAME OF DOG OWNER** \_\_\_\_\_

**CIVIC ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**NAME OF DOG** \_\_\_\_\_

**DOG TAG NUMBER** \_\_\_\_\_

**BREED / COLOUR** \_\_\_\_\_ / \_\_\_\_\_

**AGE / SEX** \_\_\_\_\_ / \_\_\_\_\_

**SPAYED OR NEUTERED** YES \_\_\_\_\_ NO \_\_\_\_\_

**VACCINATED** YES \_\_\_\_\_ NO \_\_\_\_\_

**IF VACCINATED, LAST DATE OF VACCINATION** \_\_\_\_\_

**BASELINE TEMPERMENT** CHILD AND FAMILY FRIENDLY YES \_\_\_ NO \_\_\_

HEALTHY, POSITIVE DISPOSITION YES \_\_\_ NO \_\_\_



**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

**RECORD OF DOG OWNERSHIP TRANSFER**

**SCHEDULE "B"**

NAME OF DOG \_\_\_\_\_  
DOG TAG NUMBER \_\_\_\_\_  
FORMER OWNER \_\_\_\_\_  
NEW OWNER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

I, \_\_\_\_\_, hereby certify that the above information is true to the best of my knowledge; that I am familiar with the provisions of the Hamlet of Tulita Dog Bylaw No. (number to be added), and I agree to comply with the provisions of this bylaw.

Dated in the Hamlet Office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

**LICENCE AND REGISTRATION FEES  
SCHEDULE "C"**

**1. License Fees:**

There will be no charge for licensing an animal. Dog tags will be provided by the Bylaw Officer, or at the Hamlet Office.

**2. Seized Animals and Boarding Fees**

- (a) There will be no charge to the owner when a dog that is found running at large is returned to its owner without having been placed in the dog pound.
- (b) The following fees shall be paid to the Hamlet by the owner of the dog or dogs which are seized and placed in the dog pound.
  - (1) **For the first occasion** - no charge if the dog is returned to the owner within the first 12 hours of being seized; \$20.00 for every 24 hours, or portion thereof, that the dog remains in the pound;
  - (2) **For the Second Occasion** - a fee of \$100.00 will be charged to the owner of any dog that is seized and placed in the dog pound a second time;
  - (3) **For the Third and Any Subsequent Occasion** – a fee of \$200.00 for the third and every subsequent occasion will be charged to the owner of any dog that is seized and placed in the dog pound;
- (c) Seized dogs will not be released to the owner until the assessed fee has been paid.
- (d) If the owner of the dog is located and the assessed fee is not paid, and it is determined the owner will not suffer undue hardship by paying the fee, the dog will be advertised for local adoption. If not adopted, the dog will be sent to the SPCA in Yellowknife.
- (e) If on examination, it is determined that payment of the pound fee will result in economic hardship for the owner, a request will be made by the Bylaw Officer to the Hamlet Council for the outstanding fee or fees to be canceled. In such situations, the Bylaw Officer has the discretion to release the dog to the custody of the owner until a decision is made by the Hamlet Council on canceling the outstanding fees.

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

**SCHEDULE "D"**

**ANIMAL SURRENDER AND RELEASE**

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**ANIMAL SURRENDER AND RELEASE**

**DESCRIPTION OF DOG**

Age \_\_\_\_\_ Breed \_\_\_\_\_ Colour \_\_\_\_\_ (the "Dog")

Owner's Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

1. I, \_\_\_\_\_, am the owner of the Dog described above, and have full responsibility for the Dog.
2. In exchange for the Hamlet of Tulita undertaking and paying for all expenses involved in destroying the Dog, and recognizing that the Dog is a dangerous dog, I hereby voluntarily surrender the Dog to the Hamlet of Tulita, and its representatives and agents to be destroyed.
3. I release the Hamlet of Tulita and its agents and representatives from any loss I may incur due to the seizure, impounding, or authorizing of the Dog.
4. I sign this Release having fully read and understood the release, and having had an opportunity to review this release with legal counsel of my choice.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

Date: \_\_\_\_\_

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23  
SCHEDULE "E"**

**ANIMAL CAPTURE AND RELEASE TO OWNER**

**DESCRIPTION OF DOG**

Age \_\_\_\_\_ Breed \_\_\_\_\_ Colour \_\_\_\_\_ (the "Dog")

Owner's Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

1. I, \_\_\_\_\_ am the owner of the Dog described above, and have the full responsibility for the Dog
2. In exchange for the Hamlet of Tulita undertaking and paying for all expenses involved in destroying the dog, and recognizing that the Dog is a dangerous dog, I hereby voluntarily surrender the Dog to the Hamlet of Tulita, and its representatives and agents to be destroyed.
3. I release the Hamlet of Tulita and its agents and representatives from any loss I may incur due to seizure, impounding, or authorizing of the Dog
4. I sign this Release having fully read and understood the release, and having had an opportunity to review this release with legal counsel of my choice.

\_\_\_\_\_

Signature

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Date: \_\_\_\_\_

**INCORPORATED HAMLET OF TULITA  
BYLAW NO. 270-23**

**SCHEDULE "F"**

**WAIVER AND RELEASE** \_\_\_\_\_

Date: \_\_\_\_\_

I, \_\_\_\_\_, owner of the dog/ dogs described below, hereby confirm that I assume personal responsibility to quarantine the below described dog/ dogs for a

period of 10 days, beginning on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ at the hour of \_\_\_\_\_  
(Month) (Day) (Year) (Time)

1. Description of dog/ dogs:

_____	_____	_____	_____
(Name)	(Age)	(Breed)	(Color)
_____	_____	_____	_____
(Name)	(Age)	(Breed)	(Color)
_____	_____	_____	_____
(Name)	(Age)	(Breed)	(Color)

2. I assume full legal responsibility for the dog/ dogs and relieve the Hamlet of Tulita of any and all responsibility for the actions of my dog/ dogs.

\_\_\_\_\_  
(PRINT name of Owner)

\_\_\_\_\_  
(PRINT name of Witness)

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Address of Owner)

\_\_\_\_\_  
(Phone number of Owner)

