



ANIMAL CONTROL REGULATION

BYLAW NO. 7932

EFFECTIVE DATE – JUNE 13, 2005

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws below. The amendment bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaws on this subject.

<u>AMENDMENT BYLAW</u>	<u>DATE OF ADOPTION</u>	<u>EFFECTIVE DATE</u> (If different from Date of Adoption)
Bylaw 8357	May 12, 2008	
Bylaw 8598	September 13, 2010	
Bylaw 8637	January 10, 2011	February 9, 2011
Bylaw 8961	April 8, 2013	
Bylaw 9718	October 23, 2017	

CITY OF RICHMOND
ANIMAL CONTROL REGULATION
BYLAW NO. 7932

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ANIMAL CONTROL REGULATION BYLAW NO. 7932

The Council of the City of Richmond enacts as follows:

PART ONE: ANIMALS AND BIRDS - GENERAL

1.1 General Prohibition – All Animals and Birds

1.1.1 A person must not cause any **animal** or bird:

- (a) to be hitched, tied or fastened to a fixed object:
 - (i) where a **choke collar** forms part of the securing apparatus;
 - (ii) where the securing apparatus is less than 3 metres in length; or
 - (iii) for a period longer than 1 hour in any 6 hour period;
- (b) to be confined in an enclosed space, including a vehicle, without adequate ventilation.
- (c) to be transported in the uncovered, exterior part of any vehicle except when confined to a fully-enclosed cage designed for travel and where the cage is securely fastened to the vehicle.

1.1.2 Every owner of an **animal**, must ensure that the **animal** does not:

- (a) kill or injure a person or **animal**; or
- (b) aggressively pursue or harass a person or **animal** without provocation.

1.2 Basic Animal and Bird Care Requirements

1.2.1 In addition to the requirements of section 1.1, a person must not keep an **animal** or bird unless such **animal** or bird is provided with:

- (a) clean potable drinking water at all times and suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;
- (b) food and water receptacles which are kept clean and disinfected, and located so as 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; and
- (d) necessary veterinary medical care when such **animal** or bird exhibits signs of pain or suffering.

1.3 Keeping of Outdoor Animals and Birds

1.3.1 A person must not keep an **animal** or bird which normally resides outdoors, or which is kept outdoors for extended periods of time, unless such **animal** or bird is provided with an outdoor shelter:

- (a) which ensures protection from heat, cold and dampness that is appropriate to the weight and type of protective outer coat of such **animal**;
- (b) which provides sufficient shade to protect the **animal** from the direct rays of the sun at all times; and
- (c) which is cleaned and sanitized not less than daily, of all excrement.

1.4 Authority to Enter Onto Property

1.4.1 An **Animal Control Officer** or a **Police Officer** is authorized to enter, at all reasonable times, onto any property within the **City** to determine whether the provisions of this bylaw are being complied with.

1.5 Animals or Birds in Custody

1.5.1 A person must not rescue, or attempt to rescue any **animal** or bird lawfully in the custody of an **Animal Control Officer** or any **Police Officer**.

PART TWO: HOUSEHOLD PETS

2.1 Maximum Number of Household Pets

2.1.1 Subject to the maximums per species in this Part and to any strata bylaw passed pursuant to the *Strata Property Act* respecting the number of **household pets** permitted in a strata unit, a person may keep:

- (a) a maximum of five (5) **household pets** in a **one-family dwelling** or **two-family dwelling**; or
- (b) a maximum of three (3) **household pets** in a **multiple-family dwelling**;

2.1.2 The limits prescribed in subsection 2.1.1 do not include any litter of **puppies** or **kittens**.

2.2 Cats

2.2.1 Owner Obligations

- 2.2.1.1 Every **owner** of a **cat** must:
- (a) ensure that such **cat** bears sufficient identification to enable any person finding the **cat** to contact the **owner**;
 - (b) where such **cat** is actually or apparently over six months of age, ensure that such **cat** has been spayed or neutered, as applicable, by a veterinarian, unless the **owner** holds a valid **cat** breeding permit for the **cat**; and
 - (c) ensure that where such **cat** is not spayed or neutered, such **cat** is not permitted to be **running at large**.

2.2.1.2 The identification required under clause (a) of subsection 2.2.1.1 may take the form of, but is not limited to, a collar and tag, tattoo, or microchip implant.

2.2.2 Cat Breeding Permits

2.2.2.1 Every **owner** of an un-spayed **cat** who offers to sell, give away, or otherwise transfer ownership or dispose of the offspring of such **cat** must:

- (a) obtain a **cat** breeding permit in accordance with the provisions of subsection 2.2.2.2; and
- (b) include the number of such **cat** breeding permit in any advertisement regarding the offspring.

2.2.2.2 The **Contractor** may:

- (a) prescribe the form of application required by any person who wishes to obtain a **cat** breeding permit; and
- (b) upon receiving an appropriate application form and the fees for a **cat** breeding permit in the amount set from time to time in the Consolidated Fees Bylaw No. 8636, issue a **cat** breeding permit, valid for a period of three years from the date of issuance.

2.2.2.3 The penalty for violating clause (c) of subsection 2.2.1.1 may be waived by the **Contractor**, upon having been provided proof, within 30 days after the date the citation was issued, that the **cat** has been spayed or neutered.

2.3 Dogs

2.3.1 General Prohibition

2.3.1.1 A person in a **one-family dwelling** or a **two-family dwelling** must not permit more than three **dogs** to be kept in such dwelling at any time.

2.3.1.2 A person in a unit of a **multiple-family dwelling** must not permit more than two **dogs** to be kept in such unit at any time.

- 2.3.1.3 The provisions of subsections 2.3.1.1 and 2.3.1.2, do not apply to the housing and training of **assistance dogs**.
- 2.3.2 Owner Obligations - Leashing
- 2.3.2.1 Except as provided for in section 2.3.5 and in section 2.3.6, every **owner** of a **dog**:
- (a) must keep such **dog** on a **leash** at all times while on any street or in any public place; and
 - (b) may not permit their **dog** to **run at large**.
- 2.3.3 Owner Obligations – Cleaning Up
- 2.3.3.1 Every **owner** of a **dog** must ensure that any excrement deposited on any **parcel**, other than the **parcel** of the **owner**, is cleaned up immediately.
- 2.3.3.2 The provisions of subsection 2.3.3.1 apply to an **owner** regardless of whether or not the **dog** is under such **owner's** care and control at the time of a breach of the provisions of that subsection.
- 2.3.3.3 The provisions of subsections 2.3.3.1 and 2.3.3.2 do not apply to the **owner** of an **assistance dog**.
- 2.3.4 Owner Obligations – Confinement
- 2.3.4.1 Subject to the limitations of section 1.1.1, every **owner** of a **dog** must ensure that such **dog**, while on the premises **owned** or controlled by the **owner**, is securely confined to the premises.
- 2.3.4.2 Every **owner** of a **dangerous dog** must:
- (a) ensure that such **dangerous dog** is not allowed on any street or in any public place, or any other place that is not **owned** or controlled by that person, unless such **dangerous dog** is:
 - (i) on a **leash** not longer than 1.2 metres; and
 - (ii) **muzzled**; and
 - (iii) under the care and control of an **owner** who is 19 years of age or older; and
 - (b) subject to the limitations of section 1.1.1, keep such **dangerous dog** securely confined at all times, either indoors or in an **enclosure**, while the **dangerous dog** is on the premises owned or controlled by such person.
- 2.3.5 Designated Dog Off-Leash Areas
- 2.3.5.1 An **owner** may allow their **dog** to be off-leash in a **designated dog off-leash area** providing the **owner**:

- (a) carries a **leash**;
- (b) keeps the **dog** in view at all times; and
- (c) maintains effective control of the **dog** so that the **dog** immediately returns when signalled.

2.3.5.2 As exceptions to subsection 2.3.5.1:

- (a) No owner may have more than three (3) **dogs** off-leash at any one time, except an **owner** who is a professional dog walker with a valid **off-leash permit** may have up to six (6) **dogs** off-leash in the **designated dog off-leash areas** within McDonald Park and Woodward's Slough Park.
- (b) No **owner** may permit a **dangerous dog** to be off-leash in a **designated dog off-leash area**.

2.3.5.3 Every **owner** of a **dog** must immediately **leash** a **dog** when the **dog** exhibits **aggressive behaviour**.

2.3.6 Exemption

2.3.6.1 The provisions under section 2.3.2.1 and subsection 2.3.5.3 do not apply to an **owner** of a **dog** that is conducting wildlife control duties in accordance with a valid contract with the **City** or a **dog** being utilized by law enforcement officers for duties or training related to law enforcement.

2.4 Rabbits

2.4.1 General Requirements

2.4.1.1 Every person keeping **rabbits** in a **one-family dwelling**, a **two-family dwelling** or a **multiple-family dwelling** must ensure that:

- (a) such **rabbits** do not create a nuisance; and
- (b) all lands and premises where such **rabbits** are kept, are maintained in a sanitary condition at all times, and that excrement is not permitted to accumulate and cause, in the opinion of the **Medical Health Officer**, an objectionable odour or nuisance.

2.4.1.2 A person may keep a maximum of two (2) **rabbits** in a **one-family dwelling**, **two-family dwelling**, or a **multiple-family dwelling**.

2.5 Birds

2.5.1 General Provisions – All Birds

- 2.5.1.1 A person must not build, construct, reconstruct or maintain an **aviary** until the design and location of such **aviary** has been approved by the **City** with respect to building permit requirements.
- 2.5.1.2 A person must not feed **pigeons** or other birds in such a manner as to constitute a nuisance or disturb or interfere with the quiet, peace, or enjoyment of another person's property.
- 2.5.2 Pigeons
- 2.5.2.1 An **owner** of racing or homing pigeons, fancy pigeons, or a person on whose property such birds are kept, must not allow such pigeons to perch, roost, or nest on the land or buildings of any person in the **City**, or to stray, feed, or roost on any highway or public place, except:
- (a) on the property of which the holder is the **owner** or lessee;
 - (b) for the purpose of exercising or racing, and only when such pigeons are under the control of the **owner**.
- 2.5.2.2 Every person keeping racing, homing, or fancy pigeons, must maintain the land and premises where such pigeons are kept in a sanitary condition at all times, and pigeon droppings must be disposed of in a manner that will not create a nuisance or health hazard.
- 2.5.2.3 A person may keep a maximum of five (5) **pigeons** in a **one-family dwelling** or **two-family dwelling**.
- 2.5.2.4 A person must not keep **pigeons** in a **multiple-family dwelling**.
- 2.5.2.5 An **aviary** must be located at least two (2) metres from any property line.
- 2.5.3 Exotic Birds
- 2.5.3.1 The provisions of subsection 2.5.2 with regard to **pigeons**, apply also to **exotic birds**.

PART THREE: POULTRY

3.1 General Prohibition

- 3.1.1 A person must not keep poultry:
- (a) on a **parcel** with an area of less than 2,000 square metres (21,529 square feet); or
 - (b) in, upon, or under any structure used for human habitation.
- 3.1.2 Every person keeping **poultry** must ensure that:
- (a) such **poultry** does not create a nuisance; and

- (b) all lands and premises where such **poultry** is kept, are maintained in a sanitary condition at all times, and that excrement is not permitted to accumulate and cause, in the opinion of the **Medical Health Officer**, an objectionable odour or nuisance.

PART FOUR: WILD ANIMALS

4.1 General Prohibition

- 4.1.1 A person must not keep any **wild animal** in captivity on a **parcel** unless, in the opinion of the **Animal Control Officer**, adequate provision is made to ensure that such **wild animal** is securely contained on such **parcel** and poses no risk to public safety.

PART FIVE: DOMESTIC FARM ANIMALS

5.1 General Requirements

- 5.1.1 Every person keeping a **domestic farm animal** must ensure that:
 - (a) flies and other insects are kept under control by good manure management and by the use of approved insecticides approved by the Pesticide Branch of the Ministry of Environment Province of British Columbia;
 - (b) both the inside and outside of any building, pen, stable, shed or structure housing a **domestic farm animal** is kept clean;
 - (c) manure does not accumulate on any **parcel** except in a properly contained manner so that that runoff to public watercourses or onto adjacent properties does not occur;
 - (d) any manure resulting from the keeping of **domestic farm animals**, that has not been suitably treated by dehydration or composting to stabilize the organic matter, must be incorporated into the soil within eight (8) hours; and
 - (e) any person allowing a **domestic farm animal** access to an outdoor area must ensure that dust caused by such **domestic farm animal** is minimized.

5.2 General Prohibition

- 5.2.1 A person must not keep a **domestic farm animal** in a **one-family dwelling, two-family dwelling**, or a **multiple-family dwelling**.
- 5.2.2 A person must not keep a **domestic farm animal**:
 - (a) on a **parcel** with an area of less than 2,000 square metres (21,529 square feet); or

- (b) on a **parcel** where the ratio of **domestic farm animals** to **parcel** area exceeds one (1) **domestic farm animal** for each 2,000 square metres (21,529 square feet).

PART SIX: BEEKEEPING

6.1 General Requirements

6.1.1 Every person keeping **bees**, and the **owner** of a **parcel** on which **bees** are kept, must ensure that the **bees** are:

- (a) maintained in a condition so as to reasonably prevent undue swarming or aggressive behaviour;
- (b) requeened as soon as possible if such **bees** are subject to undue swarming or show signs of aggressive behaviour; and
- (c) provided with adequate water to prevent the **bees** from seeking water from neighbourhood swimming pools, birdbaths, ponds or other community bodies of water;

6.1.2 Every person keeping **bees**, and the **owner** of a **parcel** on which bees are kept, must ensure that:

- (d) each **beehive** is located in a **rear yard** away from the main street;
- (e) each **beehive** is positioned so that the entrance to the **beehive** faces away from the closest neighbouring property; and
- (f) where a **beehive** is located within 8 metres of the property line of an adjacent **parcel** containing a **one-family dwelling**, **two-family dwelling** or **multiple-family dwelling**, the **beehive** is located either:
 - i. a minimum of 2.5 metres above the ground; or
 - ii. behind a solid fence or hedge a minimum of 2.0 metres in height running parallel to any **parcel** line and extending a minimum of 6.0 metres horizontally beyond the **beehives** in both directions.

6.2 Prohibitions

6.2.1 A person must not:

- (a) locate a **beehive** on any **parcel** containing a **multiple family dwelling**;
- (b) keep more than two (2) **beehives** on a **parcel** of less than 1,000 square metres in area;
- (c) keep more than four (4) **beehives** on a **parcel** that is between 1,000 and 2,000 square metres in area; or

- (d) keep more than six (6) **beehives** on a **parcel** that is between 2,000 and 4,000 square metres in area.

PART SEVEN: FURBEARING ANIMALS

7.1 General Prohibition

- 7.1.1 A person must not keep a **furbearing animal** in a **one-family dwelling, two-family dwelling, or a multiple-family dwelling**.

PART EIGHT: ANIMAL SHELTER

8.1 Establishment of Animal Shelter

- 8.1.1 An **animal shelter** is hereby established, and **Council** may enter into an agreement with a **Contractor** to operate such **animal shelter**.

8.2 Duties and Obligations of the Contractor

- 8.2.1 The agreement specified in subsection 8.1.1 may establish the duties of the **Contractor** with regard to:
 - (a) the operation of an **animal shelter**, including but not limited to,
 - (i) hours of operation,
 - (ii) building maintenance and operating costs;
 - (iii) payment of utilities, including electricity, natural gas and telephone services;
 - (iv) an automated telephone answering system for emergency messages;
 - (v) cleanliness and sanitation; and
 - (vi) the care and feeding of, and the provision of veterinary care, where necessary, for all impounded **animals** and birds;
 - (b) the provision of animal control services, including but not limited to,
 - (i) the provision of equipment, including vehicles and communication systems;
 - (ii) the impoundment of **animals** and birds;
 - (iii) the undertaking of patrols;
 - (iv) the keeping of records of impoundment, finances and **animal** disposal;
 - (v) the disposal by sale, or by humane destruction, of impounded **animals** and birds;
 - (vi) the removal and disposal of dead **animals**;
 - (vii) dealing with public complaints about **animals**; and
 - (viii) attending to, and transporting, **animals running at large**;

- (c) the provision and supplying of an adequate number of trained **Animal Control Officers**;
- (d) the licencing of **dogs**; and
- (e) the issuing of tickets under the provisions of the Municipal Ticket Information Authorization Bylaw, including court attendance as and when necessary.

8.3 Authority of Animal Control Officer – Dogs

- 8.3.1 An **Animal Control Officer** or any **Police Officer**, may seize and impound any **dog** found **running at large**, for up to 96 hours, unless such **dog** is reclaimed within that time.
- 8.3.2 If an **impounded dog** is not reclaimed within 7 days of impoundment, such **dog** may be disposed of by an **Animal Control Officer**, by destruction, private sale or gift, or sale by auction.
- 8.3.3 An **Animal Control Officer**, upon apprehending any female **dog** in season found **running at large** in contravention of this bylaw, must impound such **dog** for a period of not less than 10 days, and the **owner** of such **dog** must pay the cost of boarding such **dog** during its impoundment.
- 8.3.4 Any **dangerous dog running at large**:
 - (a) may be **impounded** by an **Animal Control Officer**;
 - (b) must, upon request, be immediately delivered to the **animal shelter** or to an **Animal Control Officer**, by the **owner**; and
 - (c) must be kept quarantined at the **animal shelter** for a period of 14 days at the **owner's** expense, including the **maintenance fees** in the amount set from time to time in the Consolidated Fees Bylaw No. 8636.
- 8.3.5 Before exercising the power under subsection 8.3.4, in the case of a **dog** that has acted as described in clause (a)(i) or (a)(ii) of the definition of **dangerous dog**, the **Animal Control Officer** must consider whether the **dog** was acting while in the course of
 - (a) attempting to prevent a person from committing an unlawful act, or
 - (b) performing law enforcement work.
- 8.3.6 Subject to the provisions of this Part, an **Animal Control Officer** may seize a **dog** if the officer believes on reasonable grounds that the **dog** is a **dangerous dog**.
- 8.3.7 Subject to subsection 8.3.10, an **Animal Control Officer** may enter a place to **impound a dangerous dog**
 - (a) with the consent of the owner, or
 - (b) in accordance with a warrant issued under subsection 8.3.8 or 8.3.9, or

- (c) in accordance with subsection 8.3.10.
- 8.3.8 A justice who is satisfied by evidence given under oath or affirmation that there are reasonable grounds to believe that there is in a place a **dog** that
- (a) has killed or seriously injured a person,
 - (b) is likely to kill or seriously injure a person, or
 - (c) has killed or seriously injured a **companion animal** or **domestic animal**,
- may issue a warrant authorizing an **Animal Control Officer** to enter and search the place and to seize the **dog**.
- 8.3.9 If it is impracticable for an **Animal Control Officer** to appear personally before a justice to apply for a warrant in accordance with subsection 8.3.8, the **Animal Control Officer** may apply for a warrant in accordance with section 22 of the *Offence Act*.
- 8.3.10 Subject to subsection 8.3.11, an **Animal Control Officer** may, without a warrant, enter and search any place except a dwelling house and seize a **dog** if the **Animal Control Officer** believes on reasonable grounds that:
- (a) the **dog** is a **dangerous dog**,
 - (b) the **dog** presents an imminent danger to the public, and
 - (c) the purpose of seizing the **dog** cannot reasonably be accomplished if the **Animal Control Officer** is required to obtain a warrant.
- 8.3.11 For the purposes of subsection 8.3.10, an **Animal Control Officer** who is not a **police officer** or special provincial constable appointed under the *Police Act* must be accompanied by a **police officer**.
- 8.3.12 In addition to the authority under the *Community Charter* or section 8 of the *Livestock Protection Act*, an **animal control officer** may apply to the Provincial Court for an order that a **dog** that the officer has reasonable ground to believe is a **dangerous dog** be destroyed in the manner specified in the order.
- 8.3.13 A **dangerous dog** seized pursuant to this bylaw may not be **impounded** for more than 21 days unless proceedings under subsection 8.3.12 of this bylaw or under the authority of the *Community Charter* or section 8 of the *Livestock Protection Act* are commenced within that time.
- 8.3.14 Upon request by an **Animal Control Officer**, the **owner** of a **dog** or **dangerous dog** which is in contravention of any provision of this bylaw must stop and provide to the **Animal Control Officer** photo identification showing his or her full name and current address.

8.4 Reclaiming an Impounded Dog

- 8.4.1 The **owner** of any **dog impounded** under this Part, may reclaim such **dog** on application to an **Animal Control Officer**, by:

- (a) providing proof of ownership; and
 - (b) paying the applicable impoundment fees and **maintenance fees** in the amount set from time to time in the Consolidated Fees Bylaw No. 8636.
- 8.4.2 Where the **owner** of an **impounded dog** is known, such **owner** must pay the **maintenance fees** in the amount set from time to time in the Consolidated Fees Bylaw No. 8636, even if the **owner** fails or neglects to reclaim the **impounded dog**.
- 8.4.3 The charging of impoundment fees under clause (b) of subsection 8.4.1 in no way affects, derogates from or takes away from the ability to exercise the authority provided in subsection 8.3.12 to apply for an order that a **dog** be destroyed.

8.5 Authority of Animal Control Officer – Other Animals

- 8.5.1 An **Animal Control Officer** or any **Police Officer** may seize and impound any **domestic farm animal** or **poultry** found **running at large**.
- 8.5.2 An **Animal Control Officer** may sell any **animal impounded** under this Part, which have not been reclaimed, and after deducting the impounding fees and **maintenance fees** accruing in respect of such **animal**, and if applicable, the cost of advertising the sale, must pay any surplus within 30 days, to the **General Manager, Finance & Corporate Services**.
- 8.5.3 Where the **owner** of any **impounded animal** is known, the **General Manager, Finance & Corporate Services** must pay any surplus funds of sale, to such **owner**.
- 8.5.4 Where, after 3 months from the date of the sale, such **owner** is unknown, any surplus funds of sale not claimed during that time are forfeited to the **City**.

8.6 Reclaiming of Other Animals

- 8.6.1 Any **impounded animal** other than a **dog**, a cat or **poultry**, may be reclaimed by the **owner** prior to the date of the advertised sale, upon proof of ownership, and payment to an **Animal Control Officer**, of the applicable impoundment fees and **maintenance fees** in the amount set from time to time in the Consolidated Fees Bylaw No. 8636.
- 8.6.2 Any **impounded poultry** may be reclaimed by the **owner** prior to the date of disposal of such **poultry**, upon proof of ownership, and payment to an **Animal Control Officer**, of the applicable impoundment fees and **maintenance fees** in the amount set from time to time in the Consolidated Fees Bylaw No. 8636.

PART NINE: INTERPRETATION

9.1 In this bylaw, unless the context otherwise requires:

AGGRESSIVE BEHAVIOUR	means snarling, growling or pursuing another animal or a person.
ANIMAL	means:

- (a) **furbearing animal**;
 - (b) **household pet**;
 - (c) **poultry**; and
 - (d) **wild animal**,
- and includes **companion animal** and **domestic animal**.

ANIMAL CONTROL OFFICER

means:

- (a) a person employed by the City as a Bylaw Enforcement Office; or
- (b) a person employed by the **Contractor** to undertake animal control services; or
- (c) a **police officer**.

ANIMAL SHELTER

means any facility designated by **Council** as an Animal Pound, as provided for in the *Local Government Act*.

ASSISTANCE DOG

means a **dog** specifically trained to assist a person with disabilities in the performance of daily activities.

AVIARY

means a building, cage or structure for the breeding or keeping of birds, other than **poultry**.

BEE

means the insect *Apis mellifera*.

BEEHIVE

means an enclosed, man-made **structure** in which **bees** live and raise their young.

BUILDING

means a **structure** having a roof supported by columns or walls **used** for the shelter or accommodation of persons, animals or chattels.

BUILDING INSPECTOR

means the Manager, Building Approvals Department or those positions or persons designated by Council to act under this Bylaw in the place of the Manager.

CAT

means a **household pet** of the feline species and includes a **kitten**.

CHOKE COLLAR

means a slip collar or chain that may constrict around the neck of an **animal** as a result of pulling on one end of the collar or chain.

CITY

means the City of Richmond.

COMPANION ANIMAL

means an animal kept as a pet or as a guide animal.

CONTRACTOR

means the person, firm or society with whom the **City** has entered into an agreement for:

- (a) the management and operation of an **animal shelter**;
- (b) the provision of animal control services;
- (c) the employment and provision of **Animal Control Officers**;
- (d) the licensing of **dogs** and **dangerous dogs**; and

- (e) the issuing of tickets, violations and fines under the provisions of the City's:
 - (i) Municipal Ticket Information Authorization Bylaw No. 7321; and
 - (ii) Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122.

COUNCIL

means the current Council of the **City**.

DANGEROUS DOG

means:

- (a) any **dog** that has killed or injured:
 - (i) a person, or
 - (ii) a **companion animal** or **domestic animal** while **running at large**; or
- (b) any **dog** that an **Animal Control Officer** has reasonable grounds to believe is likely to kill or seriously injure a person;
- (c) any **dog** that aggressively harasses or pursues a person or **companion animal or domestic farm animal** while **running at large**; or
- (d) any **dog** owned, primarily or in part, for the purpose of dog fighting or that is trained for dog fighting;
- (e) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any **dog** of mixed breeding which includes any of these breeds; or any **dog** which has the appearance and physical characteristics predominantly conforming to the standards for any of the above breeds; or
- (f) any **dog** that, according to the records of the SPCA, RCMP or other municipality, or to the knowledge of the **owner**, has killed, injured, or aggressively harassed or pursued a person or **animal**.

DESIGNATED DOG OFF-LEASH AREA

means an area posted by sign, which defines the geographic area and/or time period that **dogs** can be off-leash.

DOG

means any member of the canine species which is six (6) or more months of age.

DOMESTIC ANIMAL

means an animal that is:

- (a) tame or kept, or that has been or is being sufficiently tamed or kept, to serve some purpose for the use of people, and
 - (b) designated by order of the Lieutenant Governor in Council to be a domestic animal,
- (as defined in the *Livestock Protection Act*)

DOMESTIC FARM ANIMAL

means a horse, mule, donkey, emu, hinny, llama, ostrich, pot belly pig, swine, sheep, goat or cow, or other **animal** of the bovine species, but excludes a **household pet**.

DWELLING UNIT	means a suite of one or more rooms designed for or occupies by one family only as a single housekeeping unit providing cooking, sanitary and sleeping facilities.
ENCLOSURE	means a securely enclosed and locked structure having a concrete, asphalt or wooden floor and a wire or steel mesh sides and roof, which is sufficient to prevent the entry of unauthorized persons or the escape of the dog .
EXOTIC BIRD	means those avian species which are not normally native to the Province of British Columbia.
FURBEARING ANIMAL	means any fox, beaver, marten, mink, muskrat, otter, racoon, skunk, chinchilla, fisher, or other like animal , other than a household pet .
GENERAL MANAGER, FINANCE & CORPORATE SERVICES	means the person appointed by Council to the position of General Manager, Finance & Corporate Services, or an alternate.
HOUSEHOLD PET	means a domesticated animal or bird normally kept: <ul style="list-style-type: none"> (a) in a one-family dwelling, a two-family dwelling or a multiple-family dwelling; and (b) for pleasure rather than utility.
IMPOUNDED	means seized, delivered, received or taken into the animal shelter , or into the custody of the Animal Control Officer .
KITTEN	means a member of the feline species which is less than six (6) months of age.
LEASH or LEASHED	means a device, or use of a device, of leather, metal, nylon or other similar strong material no more than three (3) meters in length and of sufficient strength and design to restrain the size and strength of animal for which it will be (or is being) used. One end must remain securely affixed to a collar or harness securely attached to the animal with the other end held by a person capable of controlling the animal at all times.
LICENCE INSPECTOR	means an employee of the City , appointed to the job position or title of inspector or officer, and includes Bylaw Enforcement Officers, Licence Inspectors and the Chief Licence Inspector.
MAINTENANCE FEES	means the fees as set from time to time in the Consolidated Fees Bylaw No. 8636, which are charged for each day that an animal or bird is impounded , commencing the day after impoundment.
MEDICAL HEALTH OFFICER	means the Medical Health Officer appointed under the <i>Health Act</i> , to act within the limits of the jurisdiction of any local board, or within any health district.

MULTIPLE-FAMILY DWELLING	means a building containing two or more dwelling units.
MUZZLED	means a humane fastening or covering device of adequate strength placed over the mouth of a dog designed to prevent the dog from biting or injuring any person or another animal .
OFF-LEASH PERMIT	means a permit issued to a professional dog walker pursuant to subsection 2.3.2 of the Business Licence Bylaw No. 7360, as amended or replaced from time to time.
ONE-FAMILY DWELLING	means a detached building used exclusively for residential purposes, containing one dwelling unit only.
OWN/OWNER/OWNED	includes possessor, harbourer, or keeper and "owned" includes possessed, harboured, or kept.
PARCEL	means a lot, block, or other area in which land is held or into which land is legally subdivided.
PIGEON	means a bird of the family columbidae.
POLICE OFFICER	means a member of the Royal Canadian Mounted Police.
POULTRY	means a chicken, rooster, turkey, goose, duck, fowl, or other bird normally kept for human consumption, excluding exotic birds and registered homing pigeons used for hobby or show purposes or racing.
PUPPY	means a member of the canine species which is less than six (6) months of age.
RABBIT	means any of various burrowing gregarious plant-eating mammals of the hare family.
REAR YARD	means the portion of a parcel located behind the main dwelling unit on the parcel.
RESIDENTIAL	means a use which pertains clearly to the accommodation and home life of a family, and includes a group home with a maximum of 10 residents, but specifically excludes any facility operated under the jurisdiction of the <i>Correction Act</i> .
RUNNING AT LARGE	means any one of the following: <ul style="list-style-type: none"> (a) for a cat or dog, being elsewhere than confined on the premises of the owner, while not on a leash and not in the immediate and effective control of an owner; (b) for a cat or dog, being on any property without the consent of the owner or occupier of that property;

- (c) for a **dog**, being in a **designated dog off-leash area**, where permitted, but not under the immediate and effective control of an **owner**; or
- (d) for a **dangerous dog**, means any **dangerous dog** which is not confined or controlled in compliance with the requirements of subsection 2.3.4.2.

STOREY means a space situated between the top of any floor and the top of the floor next above it, that space between the top of such floor and the ceiling above it.

STRUCTURE means a construction of any kind whether fixed to, supported by, or sunk into land or water.

TWO-FAMILY DWELLING means a detached **building used** exclusively for residential purposes containing two **dwelling units** only, which **building** is not readily convertible into additional **dwelling units** and the plans for which have been filed with the **Building inspector** showing all areas of the building finished, the design of the **building** conforming to one of the following classifications:

- (a) Each **dwelling unit** consisting of one **storey** only, not set upon another **storey** or upon a basement; or
- (b) Each **dwelling unit** consisting of two **storeys** only, the upper **storey** not containing a kitchen; not set upon another **storey** or upon a basement; or
- (c) Each **dwelling unit** consisting of a split level arrangement of two **storeys** only, the upper **storey** not containing a kitchen; not set upon another **storey** or upon a basement.

For the purposes of this definition, "basement" means a **storey** located beneath the first full **storey** of the **building**, such first full **storey** having a floor level of not more than 2 m (6.562 ft.) above grade.

UNLICENCED DOG means any **dog** for which the licence for the current year as required in the current Dog Licencing Bylaw of the **City** has not been obtained.

USED means used or arranged, designed or intended to be used.

WILD ANIMAL means an **animal** not ordinarily tame or domesticated, and includes an exotic animal.

PART TEN: OFFENCES AND PENALTIES

10.1 A violation of any of the provisions identified in this Bylaw shall result in liability for penalties and late payment amounts established in Schedule A of the Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122; and

10.2 A violation of any of the provisions identified in this Bylaw shall be subject to the procedures, restrictions, limits, obligations and rights established in the Notice of Bylaw

Violation Dispute Adjudication Bylaw No. 8122 in accordance with the *Local Government Bylaw Notice Enforcement Act, SBC 2003, c.60*.

- 10.3 Every person who contravenes any provision of this Bylaw is considered to have committed an offence against this bylaw and is liable on summary conviction pursuant to *Offence Act, RSBC 1996, c.338* to a maximum fine of up to \$10,000 and each day that such violation is caused, or allowed to continue, constitutes a separate offence.

PART ELEVEN: PREVIOUS BYLAW REPEAL

- 11.1 Animal, Bird & Beekeeping Regulation Bylaw No. 7137 (adopted July 24, 2000) and the following Amendment Bylaws are hereby repealed:

BYLAW	DATE OF ADOPTION
No. 7164	October 23, 2000
No. 7211	April 23, 2001
No. 7424	October 15, 2002
No. 7692	May 25, 2004

PART TWELVE: SEVERABILITY & CITATION

- 12.1 If any part, section, sub-section, clause, or sub-clause of this bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
- 12.2 This bylaw is cited as “**Animal Control Regulation Bylaw No. 7932**”.

PART THIRTEEN: FEES BYLAW

- 13.1 The Fees Consolidated Fees Bylaw No. 8636, as may be amended from time to time, applies to this bylaw.