

CITY OF DUNCAN

BYLAW NO. 3197, 2019

A Bylaw to Establish Provisions for Animal Welfare, Control, Licensing, Duties of Animal Owners, Penalties, and Enforcement in the City of Duncan

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NOW THEREFORE the Council of the City of Duncan hereby ENACTS AS FOLLOWS:

PART 1 – TITLE

This bylaw may be cited as the “*Animal Care and Control Bylaw No. 3197, 2019*”.

PART 2 – DEFINITIONS

- Aggressive Behaviour** means any action by a *Dog* that unduly intimidates a person or *Animal* and includes snarling, growling, baring teeth, destroying property, or pursuing a person, a vehicle, a cyclist, or an *Animal* in a threatening manner.
- Aggressive Dog** means a *Dog* that:
- (a) has without justifiable provocation displayed *Aggressive Behaviour* toward a person or *Animal*;
 - (b) has without justifiable provocation caused a *Minor Injury* to a person or *Animal*;
 - (c) has a known propensity to engage in *Aggressive Behaviour*;
 - (d) has aggressively pursued or harassed a person or *Animal*;
 - (e) is trained for fighting; or
 - (f) any *Dog* within the *City* which has been designated by another local government or animal control authority as an “Aggressive Dog”, “Vicious Dog”, or similar designation under another local government’s bylaw.
- Animal** means any member of the Kingdom Animalia excluding humans, insects, freshwater fish and *Wildlife*.
- Animal Control Officer** means any person who is designated by the *City* to administer and enforce this bylaw, Section 49 of the *Community Charter*, and includes:
- (a) an employee of the *Animal Shelter Manager*;
 - (b) a Royal Canadian Mounted Police Officer;
 - (c) a *Bylaw Enforcement Officer*; or
 - (d) a person appointed by the *City* as an *Animal Control Officer*.
- Animal Shelter** means any facility maintained or operated as a boarding facility for *Impounded Animals* in accordance with this bylaw.
- Animal Shelter Manager** means any person appointed by the *City* as the *Animal Shelter Manager* or any contractor who has entered into an agreement with the *City* to assume the responsibilities of the *Animal Shelter Manager* pursuant to this bylaw, including the care, euthanasia, and disposal of the *Animals*, and the collection and remission of fees, and includes any agent or subcontractor of this person.

At-Large	means: <ul style="list-style-type: none">(a) an <i>Animal</i> located elsewhere other than on the premises of the <i>Owner</i> of the <i>Animal</i> that is not under the immediate charge and effective control of a responsible and <i>Competent Person</i>;(b) an <i>Animal</i> located upon a highway or other public place, including a school ground or park, that is not secured on a <i>Leash</i> and under the effective control of a responsible and <i>Competent Person</i>;(c) a <i>Dog</i> off <i>Leash</i> in a public place, including a school ground or park, other than an <i>Off-Leash Area</i>;(d) a <i>Dangerous Dog</i> or <i>Aggressive Dog</i> located on the premises of the <i>Owner</i> but not contained in an <i>Enclosure</i>, securely confined within a dwelling, or under the effective care of a responsible person; or(e) a <i>Dangerous Dog</i> located in a public place that is not secured with a <i>muzzle</i>.
Backyard Hen Enclosure	means an area of land on a <i>Property</i> used for keeping <i>Hens</i> consisting of a <i>Coop</i> and a pen, each with at least 0.92 metres in height but not exceeding the maximum height for accessory buildings in accordance with the <i>City's Zoning Bylaw</i> , and 0.37 metres ² in floor area per <i>Hen</i> , with floor of any combination of vegetated or bare earth.
Beehive	means a structure that houses a colony of the species <i>apis mellifera</i> and includes worker bees with a queen and drones.
Bylaw Enforcement Officer	means a person appointed by the <i>City</i> to the position of <i>Bylaw Enforcement Officer</i> or who otherwise, by virtue of that person's appointment or position with the <i>City</i> , is authorized to enforce this bylaw.
Cat	means a male or female of the species <i>felis catus</i> .
City	means the City of Duncan.
Companion Animal	means <i>Animal</i> kept for companionship to a person rather than for utility or profit and which is lawfully kept on residential <i>Property</i> .
Competent Person	means a person of sufficient height and weight to ensure an <i>Animal</i> under their control will be obedient to their commands or can be physically restrained if required.
Coop	means a covered enclosed structure to shelter <i>Hens</i> .
Council	means the Council of the City of Duncan.
Dangerous Dog	has the same meaning as in the <i>Community Charter</i> .
Off-Leash Area	means any area designated by resolution of <i>Council</i> as a place where a <i>Dog</i> need not necessarily be on a <i>Leash</i> but must still be under the care and control of a <i>Competent Person</i> such that it will obey verbal or hand commands to come when directed to do so.

Director	means the person appointed by <i>Council</i> as the Director of Corporate Services or their designates.
Distress	includes, but is not limited to, an <i>Animal</i> which: <ul style="list-style-type: none">(a) is deprived of adequate food, water, shelter, ventilation, light, space, exercise, care, or veterinary treatment;(b) is kept in unsanitary conditions;(c) is subjected to excessive heat or cold;(d) appears to be injured, sick, in pain, or suffering;(e) appears to be abused or neglected; or(f) is exhibiting any of the following signs of heat distress:<ul style="list-style-type: none">i) excessively panting or drooling;ii) dark purple or grey tongue;iii) frantic behavior, including pawing at or trying to stick its nose out of the window of the vehicle containing the <i>Animal</i>;iv) loss of bowel control; orv) lethargic and unresponsive behaviour.
Dog	means any <i>Animal</i> of the <i>Canine</i> species irrespective of age or sex, but not including a <i>Wolf-Dog</i> .
Enclosure	means a structure forming a pen suitable to confine the <i>Animal</i> being, or intended to be, confined within the structure, and which meets any dimensions required of a specific enclosure under this bylaw.
Guide Animal	means an <i>Animal</i> with valid certificate under the <i>Guide Animal Act</i> .
Hen	means a domesticated female chicken that is at least four (4) months old that is kept on a <i>Property</i> occupied by a resident.
Identification	means: <ul style="list-style-type: none">(a) a collar or tag worn by an <i>Animal</i> which includes the name, current address, and telephone number of the <i>Owner</i>;(b) a tattoo or microchip traceable through the BC Pet Registry operated by the British Columbia Society for the Prevention of Cruelty to Animals; or(c) a valid licence tag issued by a local government in British Columbia.
Impound or Impounded	means seize, deliver, receive, or take into the custody of the <i>Animal Control Officer</i> or <i>Animal Shelter Manager</i> .
Leash	means a rope, line, cord, leather strip, or chain that does not exceed a length of 1.83 metres attached to the collar or harness of a <i>Dog</i> , that is of sufficient strength to restrain the activity of a <i>Dog</i> without breaking.
Off-Leash Area	means any area designated by resolution of <i>Council</i> as a place where a <i>Dog</i> need not necessarily be on a <i>Leash</i> but must still be under the care and control of a <i>Competent Person</i> such that it will obey verbal or hand commands to come when directed to do so.

Minor Injury	means an injury to a person or <i>Animal</i> that consists of pinches, minor localized bruising, scratches, shallow punctures, or lacerations.
Muzzle	means, in reference to a <i>Dog</i> , a humane basket style fastening or covering device that is strong enough and well-fitted enough to prevent the <i>Dog</i> from biting, without interfering with the breathing, panting or vision of the <i>Dog</i> or with the <i>Dog's</i> ability to drink.
Neuter or Neutered	means the sterilization of a male <i>Animal</i> by removing the testicles or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association.
Owner	means any person: <ul style="list-style-type: none">(a) to whom a licence for a <i>Dog</i> has been issued pursuant to this bylaw;(b) who owns, is in possession of, or has the care or control of any <i>Animal</i>, where the <i>Owner</i> is a minor, includes both the minor and the person who is the legal guardian of the minor; or(c) who harbours, shelters, permits, or allows any <i>Animal</i> to remain on or about the <i>Owner's Property</i>.
Police Service Dog	means any <i>Dog</i> owned by the Royal Canadian Mounted Police while on duty, including while engaged in training exercises and under the supervision of a member of the Royal Canadian Mounted Police or member of a municipal police force.
Property	means real property as defined in the <i>Community Charter</i> .
Spay or Spayed	means the sterilization of a female <i>Animal</i> by removal of the ovaries or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association.
Unlicensed Dog	means any <i>Dog</i> over the age of 4 months for which a licence for the current year has not been paid in accordance with this bylaw, or to which the corresponding licence tag issued under this bylaw or a similar bylaw of any other local government is not affixed.
Wildlife	has the same meaning as in the <i>Wildlife Act</i> .
Wolf-Dog	means a canid hybrid resulting from the hybridization of a domestic <i>Dog</i> (<i>Canis lupus familiaris</i>) to one or more other <i>Canis</i> species including but not limited to: the gray (<i>Canis lupus</i>), the eastern (<i>Canis lupus lycaon</i>), red (<i>Canis rufus</i>) or Ethiopian (<i>Canis simensis</i>) wolves.

PART 3 – APPLICATION

3.1 Limit on Pets

- 3.1.1 No person may keep, or allow to be kept on any *Property*, more than 6 *Companion Animals*, including not more than 3 *Dogs* over the age of 8 weeks and not more than 5 *Cats* over the age of 12 weeks, excluding *Guide Animals*.
- 3.1.2 No person may keep, or allow to be kept on any *Property*:
- (a) more than 6 rabbits;
 - (b) more than 4 guinea pigs;
 - (c) any poultry or roosters, other than up to 6 *Hens* if each *Hen* is kept in accordance with this Bylaw;
 - (d) any mammal with hooves; or
 - (e) any mink or chinchilla.
- 3.1.3 Despite section 3.1.2 (c), a person may keep on a *Property* up to 90 racing pigeons for the purpose of pigeon racing, if that person is a member of a pigeon racing club and each pigeon is banded with a valid racing club registration leg band.

3.2 Prohibited Animals

- 3.2.1 No person may breed; possess; ship; release; exhibit for entertainment; or display in public; either on a temporary basis or permanent basis, any non-native wild *Animal* specified in the *Controlled Alien Species Regulation to the Wildlife Act*, or *Wolf-Dog*.
- 3.2.2 Section 3.2.1 does not apply to:
- (a) the premises of a *City* facility used for keeping *Impounded Animals*;
 - (b) the premises of a veterinarian, licensed by the College of Veterinarians of BC, providing temporary care for a prohibited *Animal*; or
 - (c) premises that keep prohibited *Animals* for which a valid permit is in place pursuant to the *Wildlife Act*.

3.3 Exemptions for Police Service Dogs

- 3.3.1 This bylaw does not apply to *Police Service Dogs*.

PART 4 – ESTABLISHMENT OF AN ANIMAL SHELTER

4.1 Appointing an Animal Shelter Manager

- 4.1.1 Council may establish one or more *Animal Shelters* for the keeping and impounding of *Dogs* and other *Animals*, and the *Animal Shelter Manager* may make all rules and regulations not inconsistent with this bylaw pertaining to the administration of the *Animal Shelter*.
- 4.1.2 Council may enter into an agreement with any person or persons to act as an *Animal Shelter Manager* for the establishment, maintenance, operation, and regulation of an *Animal Shelter* and the enforcement of any of the provisions of this bylaw.
- 4.1.3 Every *Animal Shelter Manager* must keep the *Animal Shelter* clean and in good repair and must supply the *Animals* impounded therein with sufficient and wholesome food and water, and with reasonable shelter, segregation, and care as circumstances may warrant.

PART 5 – ANIMAL WELFARE

5.1 Animal Cruelty

- 5.1.1 Notwithstanding any other provision of this bylaw, no person may:
 - (a) abandon any *Animal*;
 - (b) in any way use poison, air pellet guns, bows and arrows, firearms, sling shots, and the like on any *Animal*;
 - (c) tease, torment, beat, kick, punch, choke or provoke any *Animal*;
 - (d) cause, permit, or allow any *Animal* to suffer; or
 - (e) train or allow any *Animal* to fight.

5.2 Basic Animal Care Requirements

- 5.2.1 The *Owner* of an *Animal* must ensure that an *Animal* is provided with:
 - (a) sufficient clean and potable drinking water;
 - (b) suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;
 - (c) clean and disinfected food and water receptacles that are located so as to avoid contamination by excreta;
 - (d) the opportunity for regular exercise sufficient to maintain good health; and
 - (e) necessary veterinary care when the *Animal* exhibits signs of pain, injury, illness, or suffering.

5.3 Outside Shelter Requirements

5.3.1 No *Owner* may keep any *Animal* outside unless the *Animal* is provided with outside shelter that:

- (a) ensures protection from heat, cold, and wet that is appropriate to the *Animal's* weight and type of coat;
- (b) provides sufficient space to allow the *Animal* the ability to turn about freely and to easily stand, sit, and lie in a normal position;
- (c) is at least two 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%;
- (d) provides sufficient shade to protect the *Animal* from the direct rays of the sun at all times;
- (e) contains bedding that will assist with maintaining normal body temperature; and
- (f) is regularly cleaned and sanitized, and from which all excreta is removed and properly disposed of at least once per day.

5.4 Sanitation Requirements

5.4.1 No *Owner* may keep any *Animal* in an *Enclosure*, shelter, pen, cage, or run unless the *Enclosure*, shelter, pen, cage, or run is regularly cleaned and sanitized and all excreta is removed and properly disposed of at least once per day.

5.5 Diseased Animals

5.5.1 Every *Owner* of a diseased *Animal* must, where the disease poses a threat to the health or safety of a person or *Animal*, ensure that the diseased *Animal* does not leave the premises of the *Owner* other than for the purpose of a visit to a veterinarian, in which case the *Animal* must be transported in a manner so as to ensure that it does not come into contact with another person or *Animal*.

5.6 Tethering Animals

5.6.1 No person may cause, allow, or permit an *Animal* to be tethered, hitched, tied, or fastened to a fixed object where:

- (a) a choke, prong, or shock collar forms part of the securing apparatus;
- (b) a rope, cord, or chain is tied directly around the *Animal's* neck; or
- (c) the collar is not properly fitted, or attached in a manner that could injure the *Animal*, or enable the *Animal* to injure itself by pulling on the tether;

- 5.6.2 No person may cause, allow, or permit an *Animal* to be tethered, hitched, tied, or fastened to a fixed object on a person's *Property*:
- (a) in such a way that the *Animal* is able to leave the boundaries of the *Owner's Property*;
 - (b) except with a *leash* of sufficient length to enable the full and unrestricted movement of the *Animal*; or
 - (c) for longer than 2 hours within a 24-hour period.
- 5.6.3 No person may cause, allow, or permit an *Animal* to be tethered, hitched, tied, or fastened to a vehicle.
- 5.6.4 No person may cause, allow, or permit an *Animal* to be tethered, hitched, tied, or fastened to a fixed object unattended at any time on public *Property*.

5.7 Transport of Animals in Motor Vehicles

- 5.7.1 No person may transport any *Animal* in a motor vehicle outside the passenger compartment or in an uncovered passenger compartment unless the *Animal* is adequately confined in a pen or cage, which is securely fastened to the vehicle, or secured in a body harness or other manner of fastening adequate to prevent the *Animal* from jumping or falling off the vehicle or otherwise injuring itself.
- 5.7.2 No person may keep an *Animal* confined in an enclosed space, including a motor vehicle, without adequate ventilation by means of open windows or operating mechanical device that supplies fresh or cooled air to prevent the *Animal* from suffering *Distress*, discomfort or heat related injury.
- 5.7.3 An *Animal* transported in an enclosed space or vehicle, if stationary, must be in an area providing adequate ventilation by means of open windows or operating mechanical device that supplies fresh or cooled air and sufficient shade to protect the *Animal* from direct rays of sun at all times such that:
- (a) the ambient temperature in the enclosed space or vehicle does not exceed 23 degrees Celsius; and
 - (b) the *Animal* does not exhibit signs of *Distress*.

5.8 Exercising Dogs from a Motor Vehicle or Bicycle

- 5.8.1 No person may exercise a *Dog* by allowing it to run next to a moving:
- (a) motor vehicle; or
 - (b) bicycle, unless:
 - i. the *Dog* is attached to the bicycle by an apparatus that allows the person to retain two-handed control of the bicycle at all times; or
 - ii. in an *Off-Leash Area* where bicycles are permitted and the *Dog* is not tethered, hitched, tied, or fastened to the bicycle, but remains under the control of a *Competent Person*.

PART 6 – ANIMAL CONTROL

6.1 Animals on Private Property

- 6.1.1 No person may permit an *Animal* to be on private *Property* except with the consent of the person who owns or occupies the *Property*.
- 6.1.2 Section 6.1.1 does not apply to bees or racing pigeons kept in accordance with this bylaw.

6.2 Dog in Public Places

- 6.2.1 No person may permit a *Dog* to be in a public place unless the *Dog* is firmly held on a *Leash* or otherwise securely contained.
- 6.2.2 No person may have care or control of a *Dog* in a public place unless that person is a *Competent Person*.
- 6.2.3 Despite Section 6.2.1, the *Owner* of a *Dog* may allow the *Dog* to be in an *Off-Leash Area* without being firmly on a *Leash* if the *Dog* is under the effective control of a *Competent Person*.
- 6.2.4 For the purposes of Section 6.2.3, a *Dog* is under the effective control of a *Competent Person* if they can see the *Dog*, and when the person calls the *Dog*, the *Dog* returns to the person within 3 calls.
- 6.2.5 No person may permit a *Dog* to obstruct other users of *City* pathways or sidewalks.

6.3 Animals in Public Places

- 6.3.1 The *Owner* of a snake or other reptile must not allow the snake or other reptile to be in a public place unless the snake or other reptile is securely confined in a cage or other container.
- 6.3.2 The *Owner* of an *Animal*, other than a *Dog*, reptile, or *Cat*, must not allow the *Animal* to be in a public place unless the *Animal* is under the direct control of a *Competent Person*.
- 6.3.3 The *Owner* of an *Animal* must not allow the *Animal* to damage or destroy any building, structure, tree, shrub, plant, or turf in a public place.
- 6.3.4 The *Owner* of an *Animal* must compensate the *City* for the *City's* actual incurred costs and expenses in respect of any and all damage done by that *Animal* to *City Property*.
- 6.3.5 A person who finds and takes possession of a *Companion Animal At-Large* in the *City* must immediately provide the *Animal Shelter Manager* with a description and photo of the *Animal*, where possible, and provide his or her name, address, and telephone number for contact purposes.

6.4 Animals Chasing or Harassing

6.4.1 The *Owner* of an *Animal* must ensure the *Animal* does not chase, harass, molest, attack, injure, or kill a person or *Animal*.

6.5 Requirements for Keeping of Dogs in Heat

6.5.1 Every *Owner* of a female *Dog* in heat must ensure that it is kept within a closed building or *Enclosure* until she is no longer in heat.

6.5.2 The *Owner* of a female *Dog* in heat may allow the *Dog* to leave the building or *Enclosure* to urinate or defecate on the *Owner's* premises if a *Competent Person*:

- (a) firmly holds the *Dog* on a *Leash*; and
- (b) immediately returns the *Dog* to the building or *Enclosure* upon completion of the urination or defecation.

6.6 Requirements for Keeping of Cats

6.6.1 Every *Owner* of a *Cat* must affix, and keep affixed, sufficient *Identification* on the *Cat* such that a person finding the *Cat At-Large* in the *City* can identify and contact the *Owner*.

6.6.2 Every *Owner* of a *Cat* over the age of 6 months must, upon request by the *Animal Control Officer*, provide evidence to the *Animal Control Officer's* satisfaction, that such *Cat* has *Identification* in accordance with Section 6.6.1.

6.6.3 Every *Owner* of a *Cat* that is permitted to go outside must have the *Cat* spayed or neutered.

6.7 Requirements for Keeping Bees

6.7.1 A person who keeps bees must:

- (a) not keep more than two *beehives* on any *Property*;
- (b) be a resident of the *Property* where the bees are kept;
- (c) provide adequate water for the bees on the *Property* where the bees are kept; and
- (d) ensure that immediate action is taken to end swarming or aggressive behaviour of the bees.

6.7.2 A person who keeps bees must ensure that each *beehive*:

- (a) is maintained in a condition that will reasonably prevent swarming or *aggressive behaviour*, and
- (b) is situated no less than 3 metres away from each *Property* line.

6.8 Requirements for Keeping Rabbits

6.8.1 No *Owner* may keep rabbits in an outside *Enclosure*, pen, cage, or run, unless the *Enclosure*, pen, cage, or run is:

- (a) 6-sided, with a top and a bottom, securely enclosed to prevent escape and to ensure the safety of the rabbits from predators; and
- (b) is situated no less than 3 metres away from each *Property* line.

6.9 Requirements for Keeping Hens

6.9.1 No person may keep more than 6 *Hens* on a *Property*.

6.9.2 No person may keep *Hens* on *Property* unless the *Hens* are kept as a lawful accessory use of the *Property* in accordance with the *City's Zoning Bylaw*, and the person keeping the *Hens*:

- (a) is the registered owner of the *Property* on which the *Hens* are kept; or
- (b) has the permission of the registered owner of the *Property* to keep the *Hens*.

6.9.3 The *Owner* must not keep any *Hen*:

- (a) within a residential dwelling unit, or on a balcony or deck; or
- (b) in a cage, unless for the purpose of transport of the *Hen*.

6.9.4 The *Owner* must not:

- (a) sell any eggs, manure, or meat or other products derived from *Hens* from the *Property*;
- (b) slaughter or euthanize a *Hen* on the *Property*;
- (c) dispose of a *Hen* except by delivering it to the *Animal Shelter Manager*, farm, abattoir, veterinarian, or other facility with the ability to lawfully dispose of the carcass.

6.9.5 The *Owner* must ensure that each *Hen* remains at all times in a *Backyard Hen Enclosure* that:

- (a) complies with the siting requirements for *Backyard Hen Enclosures* as regulated by the *City's Zoning Bylaw*;
- (b) ensures each *Hen* maintains good health by providing opportunity to perform essential behaviours, such as scratching, dustbathing, and roosting;
- (c) provides consistent access to a nesting box and its own perch that is at least 15 centimetres long;
- (d) is kept in good repair and sanitary condition, and free from *Wildlife*, including rodents, and obnoxious smells and substances; and
- (e) is constructed so that it is secure from other *Animals* and prevents *Wildlife*, including rodents, from harbouring underneath or within it or within its walls.

6.9.6 The *Owner* must ensure:

- (a) the backyard surrounding the *Backyard Hen Enclosure* is fully fenced;
- (b) that *Hens* are kept within a locked *Coop* from sunset to sunrise; and
- (c) all *Hen* food is secured indoors in airtight containers that cannot be penetrated by *Wildlife*, including rodents.

6.9.7 The *Owner* must clear the manure, debris and leftover food from the *Backyard Hen Enclosure* in a timely manner, and must:

- (a) store manure within a fully enclosed structure in a manner that does not generate excessive heat or odour;
- (b) not store more than three cubic metres of manure at a time;
- (c) remove excess manure from the *Property* immediately; and
- (d) not deposit manure in any *City* garbage, recycling, or organics systems, or the *City* sewage or storm water system.

PART 7 – LICENSING

7.1 Licensing Dogs

7.1.1 No person may keep any *Dog* over the age of 4 months unless the *City* has issued to that person a valid and subsisting licence issued in respect of that *Dog* under this bylaw.

7.1.2 Every *Owner* of a *Dog* making application for a licence under this bylaw must pay the fee prescribed in the *City's Fees and Charges Bylaw* and apply to the *City* in such form as the *City* may from time to time prescribe.

7.1.3 Despite Section 7.1.2, an application for a *Dog* licence may be made to the *Animal Shelter Manager* where a *Dog* has been *Impounded* and must be licensed before being released by the *Animal Shelter Manager*.

7.1.4 Every *Owner* of a *Dog* who is a resident of the *City* for less than 30 days and who has not taken up permanent residency must, at the expiry of 30 days residency within the *City*, cause the *Dog* to be licensed under this bylaw.

7.1.5 Upon receipt of the prescribed fee, the *City* or *Animal Shelter Manager* may issue a receipt that is deemed to be the licence and the corresponding licence tag for the *Dog*.

7.1.6 Fees paid for *Dog* licences are non-refundable, and no licence fee may be reduced for any unused portion for the licensing year.

7.1.7 A reduced licence fee, as prescribed by the *Fees and Charges Bylaw*, applies for a *Dog* that is *neutered* or *spayed*, if the application for a licence is accompanied by a declaration signed by the *Owner* that the *Dog* has been *neutered* or *spayed*.

- 7.1.8 A *Dog* that is a *Guide Animal* is exempt from licensing fees as prescribed by the Fees and Charges Bylaw.
- 7.1.9 A licence must not be issued to, or in the name of, any person under the age of 18 years.
- 7.1.10 Where a *Dog* has been duly licensed in another municipality or regional district, the *Dog* may be licensed by the *City* upon registration and payment of the replacement licence fee prescribed in the *City's Fees and Charges Bylaw*.
- 7.1.11 Where a *Dog* attains the age of 4 months during a calendar year, the licence fee payable for the *Dog* in that year will be that of a replacement licence as prescribed in the *City's Fees and Charges Bylaw*.
- 7.1.12 Where the *Owner* of the *Dog* in respect of which a *Dog* licence has been issued under this bylaw sells or otherwise ceases to be the *Owner* of the *Dog*, the licence is automatically cancelled upon the expiring of 7 days from the change in ownership.
- 7.1.13 The *Owner* of any licensed *Dog* must, within 30 days of the *Owner's* change of address, notify the *City* of the change of address.

7.2 Dog Licence Tags

- 7.2.1 Every licence and corresponding licence tag issued under this bylaw:
 - (a) Expires on the 31st day of December of the year in which it is issued; and
 - (b) is valid only in respect of the *Dog* for which it is issued.
- 7.2.2 Every *Owner* must ensure that a valid licence tag is affixed and displayed on a collar, harness or other suitable device which is worn at all times by the *Dog* for which the licence is issued.
- 7.2.3 Where a licence or licence tag is lost or destroyed, the *Owner* must promptly make application to the *City* or *Animal Shelter Manager* and pay the fee prescribed in the Fees and Charges Bylaw for a replacement licence or licence tag.
- 7.2.4 No person other than the licenced *Owner* of the *Dog* may remove a licence tag issued pursuant to this bylaw from the subject *Dog*.

7.3 Licensing an Aggressive Dog or Dangerous Dog

- 7.3.1 An *Owner* must apply for an *Aggressive Dog* or *Dangerous Dog* licence, as the case may be, within 14 days of receiving a notice under Section 8.1.1 or Section 8.2.1.
- 7.3.2 No person may own or keep an *Aggressive Dog* unless that *Dog* is licensed to that person as an *Aggressive Dog*, and that person keeps the *Aggressive Dog* in compliance with this bylaw.

- 7.3.3 No person may own or keep a *Dangerous Dog* unless that *Dog* is licensed to that person as a *Dangerous Dog*, and that person keeps the *Dangerous Dog* in compliance with this bylaw.
- 7.3.4 An *Owner* may only obtain a licence for an *Aggressive Dog* or *Dangerous Dog* if:
- (a) The *Aggressive Dog* or *Dangerous Dog* has permanent *Identification*, in the form of a traceable tattoo or a microchip that contains the current contact information of the *Owner*, and the identification information is included in the licensing application;
 - (b) The *Owner* has provided written confirmation from a licensed veterinarian that the *Aggressive Dog* or *Dangerous Dog* has been *neutered* or *spayed*; and
 - (c) The *Owner* has paid the applicable fees outlined in the *City's Fees and Charges Bylaw*.
- 7.3.5 In addition, the *Owner* of an *Aggressive Dog* or *Dangerous Dog* must supply the following documentation to the *City* each calendar year by no later than the 31st day of December:
- (a) proof that a policy of liability insurance is in force for the following calendar year, and that the policy provides third party liability coverage in a form satisfactory to the *City*, in the minimum amount of \$1,000,000, for any injuries which may be caused by the *Aggressive Dog* or *Dangerous Dog*; and
 - (b) payment of the licence fee as outlined in the *City's Fees and Charges Bylaw*.
- 7.3.6 If the licensed *Owner* of an *Aggressive Dog* does not comply with Sections 8.3 of this bylaw, the *City* may cancel the *Aggressive Dog's* licence immediately and the *Aggressive Dog* may be seized or otherwise be dealt with as an *Unlicensed Dog*.
- 7.3.7 If the licensed *Owner* of a *Dangerous Dog* does not comply with Sections 8.4 to Section 8.5 of this bylaw, the *Dangerous Dog's* licence is subject to immediate cancellation and the *Dangerous Dog* may be seized or otherwise dealt with as an *Unlicensed Dog*.

PART 8 – AGGRESSIVE DOG AND DANGEROUS DOG

8.1 Notice of Aggressive Dog Determination

8.1.1 Where an *Animal Control Officer* determines that a *Dog* meets the definition of an *Aggressive Dog*, the *Animal Control Officer* will issue a written notice to the *Owner* of that *Dog* advising of that determination and the basis for the determination, and advising the *Owner* of the requirements of this bylaw with respect to *Aggressive Dogs*.

8.1.2 The notice set out in Section 8.1.1 may be served on the *Owner*:

- (a) by handing the notice to the *Owner*; or
- (b) by sending a copy to the last known address of the licensed *Owner* by registered mail, in which case the notice is deemed to have been received by the *Owner* 72 hours after the notice was mailed.

8.2 Notice of Dangerous Dog Determination

8.2.1 Where an *Animal Control Officer* determines that a *Dog* meets the definition of a *Dangerous Dog*, the *Animal Control Officer* will issue a written notice to the *Owner* of that *Dog* advising of that determination and the basis for the determination, advising the *Owner* of the requirements of this bylaw with respect to *Dangerous Dogs*.

8.2.2 The notice set out in Section 8.2.1 may be served on the *Owner*:

- (a) by handing the notice to the *Owner*; or
- (b) by sending a copy to the last known address of the licensed *Owner* by registered mail, in which case the notice is deemed to have been received by the *Owner* 72 hours after the notice was mailed.

8.3 Duties of an Aggressive Dog Owner

8.3.1 The *Owner* of an *Aggressive Dog* must ensure that the *Aggressive Dog* is not on any street or in any public place, or in any other place that is not owned or controlled by that person, unless the *Aggressive Dog* is secured by a collar or harness and a *Leash* firmly under the care and control of a *Competent Person*.

8.3.2 The *Owner* of an *Aggressive Dog* must keep the *Aggressive Dog* securely confined either indoors or, if outdoors, in an *Enclosure* that:

- (a) is located in a rear yard;
- (b) is of sufficient height, strength, and stability to contain the *Aggressive Dog* and form a confined area with no side in common with a perimeter fence;
- (c) has a secure top attached to all sides, and has a single entrance that is self-closing;
- (d) is locked at all times when not opened by a *Competent Person* to prevent casual entry by another person; and
- (e) has been inspected and approved by an *Animal Control Officer*.

8.3.3 An *Owner* of an *Aggressive Dog* must not allow the *Aggressive Dog* to be:

- (a) on any school grounds, which means any portion of the *Property* without buildings of a school as defined in the *School Act* and *Independent School Act*; or
- (b) within 30 metres of any playground apparatus.

8.3.4 The *Owner* of an *Aggressive Dog* must:

- (a) allow an *Animal Control Officer* to photograph the *Aggressive Dog* on demand;
- (b) within one week of moving the *Aggressive Dog* to a new place of residence, provide the *Animal Shelter Manager* with the new address;
- (c) within one week of selling or giving away the *Aggressive Dog*, provide the *Animal Shelter Manager* with the name, address, and telephone number of the new *Owner*;
- (d) within one week of the death of the *Aggressive Dog*, provide the *Animal Control Officer* with a veterinarian's certificate of death;
- (e) advise an *Animal Control Officer* immediately if the *Aggressive Dog* is *At-Large*; and
- (f) advise an *Animal Control Officer* immediately if the *Aggressive Dog* has bitten or attacked any person or *Animal*.

8.3.5 In addition to the requirements of Section 8.3.1 to Section 8.3.3, if the *Animal Control Officer* considers that an *Aggressive Dog* can be retrained and socialized, or that the bite or injury from any attack by the *Aggressive Dog* was the result of improper or negligent training, handling, or maintenance, the *Animal Control Officer* or *Animal Shelter Manager* may impose, as a condition of licensing, any conditions and restrictions in respect of the training, socialization, handling, and maintenance of the *Aggressive Dog* the *Animal Control Officer* or *Shelter Manager* deems appropriate.

8.3.6 If the *Owner* provides satisfactory proof that the *Owner* and the *Aggressive Dog* have successfully completed the Canadian Kennel Club's Canine Good Neighbour Program, the licence fee payable for the *Dog* will be reduced as outlined in the *City's Fees and Charges Bylaw*.

8.3.7 Where the *Owner* of an *Aggressive Dog* requests that the *Aggressive Dog* be destroyed, an *Animal Control Officer* or *Animal Shelter Manager* may arrange to have the *Aggressive Dog* humanely destroyed at the expense of the *Owner*. In such cases, the *Owner* must sign a form for the release of the *Aggressive Dog* to the *City* for the purposes of humane destruction and pay a deposit to the *City* sufficient to pay the expenses associated with the humane destruction.

8.4 Duties of a Dangerous Dog Owner

- 8.4.1 The *Owner* of a *Dangerous Dog* must ensure that the *Dangerous Dog* is not on any street or in any public place, or in any other place that is not owned or controlled by that person, unless the *Dangerous Dog* is secured by a collar or harness, *Muzzle*, and a *Leash* firmly under the care and control of a *Competent Person*.
- 8.4.2 The *Owner* of a *Dangerous Dog* must keep the *Dangerous Dog* securely confined either indoors or, if outdoors, in an *Enclosure* that:
- (a) is located in a rear yard;
 - (b) is of sufficient height and strength and stability to contain the *Dangerous Dog* and form a confined area with no side in common with a perimeter fence;
 - (c) has a secure top attached to all sides, and has a single entrance that is self-closing;
 - (d) is locked at all times when not opened by a *Competent Person* to prevent casual entry by another person; and
 - (e) has been inspected and approved by an *Animal Control Officer*.
- 8.4.3 An *Owner* of a *Dangerous Dog* must not allow the *Dangerous Dog* to be:
- (a) on any school grounds;
 - (b) within 30 metres of any playground apparatus;
 - (c) in an *Off-Leash Area*; or
 - (d) in Charles Hoey Park, Centennial Park, McAdam Park, or Rotary Park.
- 8.4.4 The *Owner* of a *Dangerous Dog* must:
- (a) allow an *Animal Control Officer* to photograph the *Dangerous Dog* on demand;
 - (b) within one week of moving the *Dangerous Dog* to a new place of residence, provide the *Animal Shelter Manager* with the new address;
 - (c) not sell or give away the *Dangerous Dog* without prior approval of the *Animal Control Officer*;
 - (d) within one week of the death of the *Dangerous Dog*, provide the *Animal Control Officer* with a veterinarian's certificate of death;
 - (e) advise an *Animal Control Officer* immediately if the *Dangerous Dog* is *At-Large*; and
 - (f) advise an *Animal Control Officer* immediately if the *Dangerous Dog* has bitten or attacked any person or *Companion Animal*.
- 8.4.5 Where the *Owner* of a *Dangerous Dog* requests that the *Dangerous Dog* be destroyed, an *Animal Control Officer* or *Animal Shelter Manager* may arrange to have the *Dangerous Dog* humanely destroyed. In such cases, the *Owner* must sign a form for the release of the *Dangerous Dog* to the *City* for the purposes of humane destruction and pay a deposit to the *City* sufficient to pay the expenses associated with the humane destruction.

8.4.6 A *Dangerous Dog* may also be dealt with by the *City* or *Animal Control Officer* in accordance with Section 49 of the *Community Charter*, and nothing in this bylaw may be interpreted as:

- (a) limiting the discretion of the Court in making any order concerning a *Dangerous Dog*; or
- (b) limiting the conditions the *City* or an *Animal Control Officer* may seek, or limiting the conditions which may be appropriate in respect of a *Dangerous Dog*.

8.5 Dangerous Dog Signage

8.5.1 Every *Owner* of a *Dangerous Dog* must prominently display at each entrance to the *Property* and building in or upon which the *Dog* is kept, a sign with a warning in writing and a symbol, in the form prescribed by the *City*, which must be posted so that it cannot be removed and will be visible and capable of being read from the sidewalk, street, or lane abutting the entrances to the *Property* or building.

8.6 Application for Relief from Aggressive Dog Designation

8.6.1 An *Owner*, following a period of at least 2 years from the date stated on the written notice under Section 8.1.1, may apply to the *Director* for relief from the *Aggressive Dog* designation, provided that:

- (a) no further complaints regarding that *Aggressive Dog*'s behaviour during the 2-year period have been received by the *City*, *Animal Control Officer* or *Animal Shelter Manager*, and
- (b) the *Owner* provides satisfactory proof that the *Owner* and the *Aggressive Dog* have successfully completed the Canadian Kennel Club's Canine Good Neighbour Program.

8.6.2 If the *Animal Shelter Manager* or an *Animal Control Officer* determines that a *Dog* whose *Aggressive Dog* designation has been removed under section 8.6.1 of this bylaw subsequently displays *Aggressive Behaviour* again after relief has been granted pursuant to Section 8.6.1, the *Animal Shelter Manager* or *Animal Control Officer* may re-designate the *Dog* as an *Aggressive Dog*, and that designation will apply for the remainder of the life of the *Dog*.

PART 9 – ANIMAL NUISANCES

9.1 Animal Waste

9.1.1 Every *Owner* of an *Animal* must ensure that their *Animal* does not defecate on any public or private *Property* unless the *Owner* immediately removes the excrement and lawfully disposes of it.

9.1.2 No person who has removed *Animal* excrement in accordance with section 9.1.1 may deposit same into any public garbage receptacle except where the excrement is securely contained in an impermeable container so as not to ooze, leak, or fall out in the public litter receptacle.

9.2 Noisy Dogs

9.2.1 No person may cause, allow or permit a *Dog* to bark, howl, yelp, cry, or make other noises:

- (a) continuously for 10 minutes or more without significant periods of rest;
- (b) sporadically for a cumulative total of 15 or more minutes within 1 hour;
- (c) in a manner that unduly disturbs the peace, quiet, rest, comfort, or tranquility of the surrounding neighbourhood or vicinity, or of persons in the neighbourhood or vicinity; or
- (d) otherwise in such a manner as to cause a nuisance.

9.3 Feeding Wildlife

9.3.1 A person must not feed or leave food out for the purposes of feeding *Wildlife*, including but not limited to:

- (a) *Cervidae* (deer);
- (b) *Procyon lotor* (raccoons);
- (c) *Sciurus* (squirrels); or
- (d) feral *Sylvilagus floridanus* or *Oryctolagus cuniculus* (rabbits).

9.4 Feeding Ownerless Cats or Cats Without Identification

9.4.1 A person must not feed or leave food out for the purposes of feeding ownerless *Cats* or *Cats* without identification.

9.4.2 Despite Section 9.4.1, any person may feed up to 5 ownerless *Cats* subject to the following:

- (a) the person must be registered with a *City* approved organization with a Trap Neuter Release program;
- (b) the person must maintain a plan to care, feed, and *spay* or *neuter*, tattoo, and vaccinate of each ownerless *Cat*;
- (c) the plan must be in writing and registered with a *City* approved organization with a Trap Neuter Release program, the *Animal Shelter Manager*, and the local office of the British Columbia Society for the Prevention of Cruelty to Animals;
- (d) outdoor feeding stations can only be placed on the person's private *Property* for up to 45 minutes maximum, once per day;
- (e) outdoor shelter must be provided for any ownerless *Cat*; and
- (f) the total number of *Cats*, whether kept as a *Companion Animal*, or ownerless without identification, must not exceed 5 *Cats* per *Property*.

PART 10 – SEIZING AND IMPOUNDING ANIMALS

10.1 Authority to Seize and Impound

10.1.1 The *Animal Control Officer* may immediately *Impound*:

- (a) an *At-Large Dog* in contravention of this bylaw;
- (b) a *Dog* that is in a public place in contravention of this bylaw;
- (c) any *Unlicensed Dog*;
- (d) an *At-Large Cat* without *Identification* in contravention of this bylaw;
- (e) any *Animal* that is straying or trespassing on private *Property*;
- (f) any *Animal* that exhibits signs of pain, injury, illness, or suffering; or
- (g) any *Dangerous Dog* not muzzled in compliance with the requirements accordance with this bylaw;
- (h) any *Dangerous Dog* or *Aggressive Dog* not confined in compliance with the requirements of this bylaw; or
- (i) any *Animal* that is on unfenced land and not securely tethered or contained.

10.1.2 The *Animal Shelter Manager* may *Impound* any *Animal* brought to the *Animal Shelter* by any other person.

10.1.3 The *Animal Control Officer* or *Animal Shelter Manager* may, where they have reason to believe that an *Unlicensed Dog* has taken refuge on private *Property*:

- (a) request the owner or occupant of such *Property* to provide proof that the *Dog* is the subject of a current and valid licence and is wearing the associated licence tag, or to surrender the *Unlicensed Dog* to the *Animal Control Officer* or *Animal Shelter Manager*;
- (b) enter and search any private *Property*, including a private dwelling, in accordance with Section 16 of the *Community Charter*.

10.1.4 The *Animal Control Officer* is authorized to employ such assistance as is deemed necessary or advisable to seize and *Impound* any *Unlicensed Dog* in pursuance of this bylaw, and the expense of such employment will be added to the fees chargeable by the *Animal Control Officer* or *Animal Shelter Manager* as outlined in the *City's Fees and Charges Bylaw*.

10.2 Care of Impounded Animals

10.2.1 While the *Animal* is *Impounded*, the *Animal Shelter Manager* will:

- (a) provide such veterinary care for an injured or ill *Impounded Animal* as may be necessary to sustain its life and relieve distress; and
- (b) be entitled to recover from the *Owner*, the cost of veterinary care provided while the *Animal* was *Impounded*, the cost of transport to the nearest available veterinary practitioner, in addition to any other fees and charges due to the *City* as set out in section 10.4.

10.2.2 If an *Animal Shelter Manager* considers that an *Impounded Animal* requires:

- (a) a vaccination;
- (b) flea treatment;
- (c) worm treatment;
- (d) examination by a veterinarian; or
- (e) urgent veterinary care to alleviate any pain or suffering as recommended by a veterinarian;

then the *Animal Shelter Manager* may cause such care to be provided by a veterinarian, at the sole cost and expense of the *Animal's Owner*.

10.2.3 The *Animal Shelter Manager* may arrange for any *Impounded Animal* to be euthanized by a veterinarian licensed to practice in British Columbia, if such a veterinarian recommends that the *Animal* be euthanized for humane reasons, including if the *Animal* is seriously ill or injured, or any other circumstance where the *Animal's* suffering cannot otherwise be reasonably addressed. The cost of this procedure will be treated and recoverable as the cost of veterinary care as set out in section 10.2.1 of this bylaw.

10.3 Informing the Owner of Impoundment

10.3.1 Where an *Animal* is *Impounded* pursuant to this bylaw, within 24 hours the *Animal Shelter Manager* must make reasonable effort to:

- (a) contact the *Owner* of an *Impounded Animal* if it is wearing *Identification* by calling the telephone number in the *Identification*;
- (b) contact the *Owner* of an *Impounded Dog* if a *Dog* wearing a licence tag by calling the most recent telephone number in the licence information;
- (c) determine the *Owner* of the *Animal*, other than a *Dog* wearing a *licence tag*, by posting a notice on the *Animal Shelter's* social media site, including a photograph and description of the *Animal* and the contact information for the *Animal Shelter*.

10.3.2 If the *Animal Shelter Manager* has identified the *Owner* of an *Impounded Animal*, but is unable to reach the *Owner* by telephone, a notice of impoundment may be delivered by mail and will be sent to the last known address of the *Owner*, in which case the notice will be deemed to have been received by the *Owner* 72 hours after deposit thereof in any post box within the *City*.

10.3.3 Notices of *Impoundment* will include the following information:

- (a) date and time of the *Impoundment*;
- (b) description of the *Animal*;
- (c) how application may be made for release of the *Animal*;
- (d) costs of seizure, expenses to the date of the notice and any continuing costs and expenses; and
- (e) that the *Animal* will become the *Property* of the *City* and may be sold or destroyed after the expiration of 72 hours from the date and time the notice is given to the *Owner*, unless sooner redeemed.

10.4 Redeeming an Animal from the Animal Shelter

10.4.1 The *Owner* of an *Impounded Animal* or the *Owner's* agent may redeem the *Impounded Animal* from the *Animal Shelter* by:

(a) proving ownership of the *Animal* to the satisfaction of the *Animal Shelter Manager* and, in the case of an agent, also satisfying the *Animal Shelter Manager* of the agent's authority to redeem the *Animal*;

(b) paying to the *Animal Shelter Manager*:

- i. any applicable licence fees as outlined in the *City's Fees and Charges Bylaw*;
- ii. the applicable impoundment fees as outlined in the *City's Fees and Charges Bylaw*;
- iii. the applicable maintenance fees prescribed in the *City's Fees and Charges Bylaw*;
- iv. the *City's* actual incurred costs and expenses in respect of any and all damage done by the *Animal* to *City* property in accordance with Section 6.3.4; and
- v. any veterinary costs incurred in respect of the *Animal* during the impoundment period.

10.4.2 The *Animal Shelter Manager* has the right to refuse to release the *Impounded Animal* to the *Owner* or the *Owner's* agent in accordance with section 11.4.

10.4.3 The *Owner* of an *Impounded Animal* is liable to pay the seizure and impoundment fee and boarding and maintenance fees, including costs of veterinary treatment and the cost of transport to the nearest available veterinary practitioner, regardless of whether or not the *Owner* redeems the *Animal*.

10.5 No Liability for Injury to Animal

10.5.1 No provision of this bylaw shall be construed as making the *Animal Control Officer*, *Animal Shelter Manager*, *City*, or their agents, liable to any person for injury to, sickness or death of an *Animal*, whether or not incurred while the *Animal* is in the custody of the *City*, *Animal Shelter*, *Animal Shelter Manager* or the *Animal Control Officer*.

10.6 Disposition of Unredeemed Animals

10.6.1 An *Animal* becomes the property of the *City* if it is not redeemed within:

- (a) seven days after it is *Impounded*; or
- (b) in the case of a licensed *Dog*, within 72 hours of the *Owner* receiving notification of the impoundment pursuant to Section 10.3.1 or 10.3.2 of this bylaw.

10.6.2 If an *Animal* becomes the property of the *City*, the *Animal Shelter Manager* may:

- (a) sell the *Animal*;
- (b) cause the *Animal* to be surrendered to the British Columbia Society for the Prevention of Cruelty to Animals or any other organization or person for the purpose of adoption;
- (c) deal with the *Animal* in accordance with the requirements of applicable federal or provincial legislation; or
- (d) engage a veterinarian licensed in British Columbia to have the *Animal* be humanely destroyed.

10.6.3 Where any *Animal* is adopted pursuant to Section 10.6.2, all property and interest any previous *Owner* had in that *Animal* will pass to the purchaser, and all rights of property in the *Animal* that existed before the sale will be extinguished.

10.6.4 Where an impounded *Animal* is sold or adopted out pursuant to section 10.6.2, any monies received by the *Animal Shelter Manager* for the *Animal* will be applied against the fees and costs of impounding, boarding, outstanding licences for, and adopting out the *Animal*.

10.7 Adoption of Animals

10.7.1 Every person wishing to adopt an *Animal* from the *Animal Shelter* must:

- (a) make an application to the *Animal Shelter Manager* in the form prescribed by the *Animal Shelter Manager* and pay the applicable fees set out in the *City's Fees and Charges Bylaw*; and
- (b) if the *Animal* is a *Dog*, licence the *Dog* pursuant to this bylaw, where applicable.

PART 11 – PENALTIES AND ENFORCEMENT

11.1 Enforcement

11.1.1 This bylaw may be enforced by an *Animal Control Officer*, and any other person or class of persons designated by *Council* to enforce *City* bylaws.

11.2 Provision of Information

11.2.1 If a person occupies *Property* where a *Dog* is kept or found, the person must provide the following information when requested by an *Animal Control Officer*:

- (a) the person's name, address and telephone number;
- (b) if the person is not the *Dog's Owner*, the *Owner's* name, address, and telephone number;
- (c) the number of *Dogs* kept on the premises;
- (d) the breed, sex, age, name, and general description of each *Dog* kept on the premises; and
- (e) whether each *Dog* kept on the premises is licensed, and if so, the licence number(s).

11.2.2 If a person has apparent custody of a *Dog*, the person must provide the following information when requested by an *Animal Control Officer*:

- (a) the person's name, address, and telephone number;
- (b) if the person is not the *Dog's Owner*, the *Owner's* name, address, and telephone number;
- (c) the breed, sex, age, name, and general description of each *Dog* owned by or in the custody of the person; and
- (d) whether each *Dog* owned or in the custody of the person is licensed, and if so, the licence number(s).

11.3 Entering Property for Inspection

11.3.1 In accordance with Section 16 of the *Community Charter*, an *Animal Control Officer* at reasonable times may enter onto and into *Property* to inspect and determine whether the requirements and prohibitions of this bylaw are being complied with.

11.4 Right of Refusal to Release from Impoundment

11.4.1 The *Animal Shelter Manager* may refuse to release an *Animal* to any person, including its *Owner*, where:

- (a) the *Animal* is required to be dealt with in a different manner under applicable federal or provincial legislation, including but not limited to the *Community Charter*, *Wildlife Act*, the *Prevention of Cruelty to Animals Act*, or the *Animal Disease Control Act*;
- (b) a veterinarian licensed to practice in British Columbia has determined under section 10.2.3 that the *Animal* is subject to suffering that cannot be reasonably addressed other than by the *Animal's* humane destruction; or
- (c) if any fees under section 10.4.1 of this bylaw remain owing to the *Animal Shelter Manager*.

11.5 Offences

11.5.1 No person may hinder, delay, or obstruct in any manner, directly or indirectly, an *Animal Control Officer* from carrying out their duties and powers under this bylaw, including, without limitation:

- (a) providing false information;
- (b) unlocking or unlatching or otherwise opening a vehicle or *Enclosure* in which an impounded *Animal* has been placed;
- (c) removing or attempting to remove any *Animal* from the possession of an *Animal Control Officer*, or
- (d) removing or attempting to remove an *Animal* from the *Animal Shelter* except in accordance with this bylaw.

- 11.5.2 Any person who causes, permits or allows anything to be done in contravention or violation of this bylaw, or who neglects or fails to do anything required to be done pursuant to this bylaw, commits an offence against this bylaw and is liable upon summary conviction to pay a fine of not more than \$10,000, plus the costs of prosecution, and any other penalty or remedy available under the *Community Charter and Offence Act*.
- 11.5.3 Where an offence under this bylaw is of a continuing nature, each day that the offence continues, or is permitted to exist, shall constitute a separate offence.
- 11.5.4 Section 11.5.2 shall not prevent the *City*, or an authorized person on behalf of the *City*, issuing and enforcing a ticket under the *City's Bylaw Offence Notice Enforcement Bylaw* or the *City's Municipal Ticket Information System Implementation Bylaw*.

PART 12 – GENERAL PROVISIONS

12.1 Severability

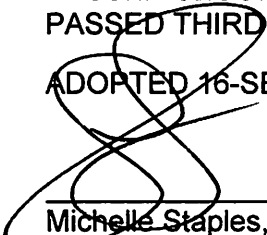
- 12.1.1 If any part, section, sub-section, sentence, clause, or sub-clause of this bylaw is for any reason held to be invalid by the decision of any Court of competent jurisdiction, the invalid section shall be severed and the severance shall not affect the validity of the remaining portions of this bylaw.
- 12.1.2 Section headings do not form part of this bylaw. They are included for convenience only and must not be used in interpreting this bylaw.

12.2 Repeal

- 12.2.1 "Animal Regulation and Impounding Bylaw No. 3139, 2015" is hereby repealed.

PASSED FIRST READING 19-AUGUST-2019.
PASSED SECOND READING 19-AUGUST-2019.
PASSED THIRD READING 19-AUGUST-2019.

ADOPTED 16-SEPTEMBER-2019



Michelle Staples,
Mayor



Paige MacWilliam,
Director of Corporate Services