

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

ANIMAL CONTROL BYLAW NO. 6140

EXPLANATORY NOTE

Bylaw No. 6140 sets out the rules and regulations regarding the keeping of dogs and large animals and to fix, impose and provide for the collection of Licence Fees and the issuance of licences to any person who owns, possesses, or harbours any dog.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
ANIMAL CONTROL BYLAW NO. 6140

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

PART 1 CITATION

1.1 This Bylaw may be cited for all purposes as "Township of Langley Animal Control Bylaw No.6140".

PART 2 DEFINITIONS

2.1

Aggressive Behaviour	means any behaviour that unduly intimidates a person or Animal, and includes growling, snarling, or pursuing a person or Animal in a threatening manner.
Aggressive Dog	means a Dog which meets one or more of the following conditions: <ul style="list-style-type: none">(i) has, without justifiable provocation, displayed Aggressive Behaviour toward a person or Animal; or(ii) has, without justifiable provocation, caused a minor injury to a person or Animal
Animal	means any domestic animal, excluding humans and wildlife.
Animal Control Officer	means any person designated by Council to administer and enforce the provisions of the Bylaw and the Community Charter and includes. <ul style="list-style-type: none">(i) a peace officer, including a member of the RCMP;(ii) a bylaw enforcement officer; and(iii) a person appointed by the Township as an Animal Control Officer or designate;
Animal Shelter	means an animal shelter designated by Council or the CAO
At Large	with reference to a Dog or Large Animal means: <ul style="list-style-type: none">(i) a Dog or Large Animal located anywhere other than on the premises of the person owning or having the custody, care and control of the Dog or Large Animal and that is not otherwise under the immediate

custody, care and control of a responsible and competent person who has agreed to assume custody, care and control of the Dog or Large Animal;

- (ii) a Dog or Large Animal located upon any public place in the Township of Langley, including a highway, school ground, park or public beach, that is not secured on a Leash by a responsible and competent person who has agreed to assume custody, care and control of the Dog or Large Animal; or
- (iii) an Aggressive Dog that is on the premises of its Owner that is not tethered and contained within a fenced area or securely confined within a dwelling;

Community Charter

means the Community Charter, S.B.C. 2003, c. 26, as amended or replaced.

Council

means the Council of the Township of Langley.

CAO

means the Chief Administrative Officer for the Township.

Dangerous Dog

means a Dog that:

- (i) is a “dangerous dog” as defined in the Community Charter;
- (ii) has killed or seriously injured a person;
- (iii) has killed or seriously injured an Animal, while in a public place or while on private property, other than property owned or occupied by the Owner of the Dog; or
- (iv) an Animal Control Officer has reasonable grounds to believe is likely to kill or seriously injure a person.

Dog

means an animal of the canine species, irrespective of sex or age

Enclosure

means a locked pen or other structure constructed to prevent the entry of young children and the escape of the Dog or other Large Animal intended to be housed in the Enclosure, and which provides reasonable shelter from the elements, and which must be constructed with all of the following specifications:

- (i) having secure sides and a secure top, and, if it has no bottom, then secured to the sides and embedded in the ground to a minimum depth of 450 millimeters;
- (ii) having a minimum area of 1.5 metres by 3 metres;
- (iii) having a minimum height of 1.5 metres; and

	(iv) being located no more than one (1) metre from the property line, and not within five (5) metres of a dwelling unit on any neighbouring property;
Fees and Charges Bylaw	means the Township's Fees and Charges Bylaw 2007 No. 4616, as amended or replaced;
Hobby Kennel	means a Licenced Kennel which accommodates a maximum of six (6) Dogs over the age of four (4) months, provided the Dogs are owned by the Licenced Kennel Operator;
Keep or Kept	means to own, possess or harbour any Dog or other Animal
Large Animal	means a horse, cattle, mule, donkey, sheep, goat, llama, ostrich, peafowl and other similar sized domestic animals but excludes humans and wildlife
Leash	includes a rope, chain, cord, or other means of physical restraint that is attached to a Dog or Large Animal and which is not longer than 1.8 metres in length unless otherwise specified in this Bylaw;
License Application	means an application for a Licence that: <ul style="list-style-type: none">(i) is in the form provided by the Township for that purpose, as may be amended from time to time;(ii) is made according to the prescribed process set out by the Township, as may be amended from time to time; and(iii) is accompanied by the payment of the appropriate Licence Fee;
Licence Fee	means a licence fee specified in Schedule 3 of the Fees and Charges Bylaw
Licence Tag	means a valid and subsisting dog licence tag issued by the Township that is impressed or stamped with a number corresponding to the Licence it is issued with;
Licenced Kennel	means any property, including any building, structure, compound, pen, or cage located on the property, other than a Veterinary Clinic or Animal Shelter, in which three (3) or more Dogs are Kept for any purpose;
Licenced Kennel Operator	means the owner or operator of a Licenced Kennel holding a valid business licence for the operation of a Licenced Kennel from the Township.
Muzzle	means a humane, basket-style fastening or covering device secured over the mouth of a Dog that is strong and well-fitting

	enough to prevent a Dog from biting, without interfering with the reasonable breathing, panting or vision of the Dog or with the Dog's ability to drink.
Off-Leash Area	means any area of a Public Space, as that term is defined in the Township's Public Spaces Regulation Bylaw 2018 No. 5298, as amended or replaced, that is specifically designated by the Township as a place where a Dog need not be on a Leash, but still must be under the care, custody and control of a competent person.
Owner	includes a person keeping or permitting a Dog to remain on the person's property or premises and, where the Owner is a minor, the person responsible for the custody of the minor.
Rural Zone and Suburban Zone	have the meanings ascribed to them in the Township's Zoning Bylaw No. 2500;
Service Dog	has the meaning ascribed to it in the <i>Guide Dog and Service Dog Act</i> (S.B.C. 2015, c. 17), as amended or replaced from time to time;
Township	means the Corporation of the Township of Langley;
Township of Langley	means the geographic area subject to regulation by the Township;
Unlicensed Dog	means any Dog for which the Licence Fee for the current year has not been paid as provided herein, or to which a Licence Tag is not attached as provided herein; and
Veterinary Clinic	means any building, structure or premises in which animal sickness diagnosis and treatment is carried out and which may include hospitalization, and where such building, structure or premises is licenced by the Township for a veterinary clinic use.

3 LICENCING OF DOGS

Licence Tag Required

- 3.1 No person shall Keep any Dog over the age of four (4) months in the Township of Langley without a Licence Tag.

Licence Applications

- 3.2 Every Owner of a Dog over the age of four (4) months shall make a Licence Application to the Township and shall pay the required Licence Fee.
- 3.3 The Township may refuse to issue a Licence Tag to an Owner where the Owner is not in compliance with any other part of this Bylaw.

- 3.4 No person shall give false information when making a Licence Application under this Bylaw.
- 3.5 The Township, in its sole discretion, may accept a reduced Licence Fee where the Owner provides proof that a Dog has been neutered or spayed. When making a Licence Application for a reduced Licence Fee for a Dog that has been neutered or spayed, the Owner shall provide, in addition to any other information required by the Township in its sole discretion, a certificate signed by a qualified veterinarian indicating that the Dog has been neutered or spayed.
- 3.6 The Township, in its sole discretion, may accept a reduced Licence Fee where the Owner provides proof that a Dog is a Service Dog. When making a Licence Application for a reduced Licence Fee for a Service Dog, the Owner shall provide, in addition to any other information required by the Township, proof of the Dog's certification as a Service Dog in accordance with the *Guide Dog and Service Dog Act* (S.B.C. 2015, c. 17), as amended and replaced.
- 3.7 Any person having a valid licence issued pursuant to a bylaw of any municipality or other licencing authority in the Province of British Columbia for any Dog shall be liable only for the Licence Fee set out in the Fees and Charges Bylaw for that Dog for the unexpired portion of the period for which such licence for the Dog has been issued, provided that the Owner of the Dog, within one month after the Dog has become resident in the Township of Langley, has made a Licence Application to the Township for that Dog. This provision shall not apply to any person who has obtained a licence from another municipality while residing within the Township of Langley.

Licence Tags

- 3.8 Upon receipt of a Licence Application and payment by the Owner of the Licence Fee, the Township may issue a Licence Tag.
- 3.9 Every Licence Tag is valid:
- (a) for the calendar year or years in which the Licence Tag is issued; and
 - (b) only in respect of the Dog for which it is issued.
- 3.10 Upon issuing a Licence Tag, the Township shall keep a record of it with its corresponding number and a general description of the Dog in respect of which such Licence Tag was issued.
- 3.11 Every Owner of a Dog for which a Licence Tag has been issued shall affix such Licence Tag to a collar, harness, or other suitable device.
- 3.12 No person other than the Owner of the Dog shall remove, or allow to be removed, a Licence Tag issued pursuant to this Bylaw from that Dog.
- 3.13 In the event that a Licence Tag is lost or destroyed, the Owner shall promptly make application to the Township for a replacement Licence Tag and pay the fee prescribed in the Fees and Charges Bylaw.

- 3.14 The Township may, in its sole discretion, issue a refund of the Licence Fee to an Owner, upon written request, if
- (a) the Owner's Dog passes away within sixty (60) days of the Owner having paid the Licence Fee; and
 - (b) the Owner submits to the Township a signed certificate from a qualified veterinarian confirming that the Dog is deceased, as well as any other information as the Township may require in its sole discretion.

Transfer of Licence Tag

- 3.15 Where a person ceases to be the Owner of a Dog in respect of which a current Licence Tag has been issued under this Bylaw, that person shall, within seven (7) days of ceasing to be the Owner of that Dog, notify the Township in writing of the name and address of the new Owner.
- 3.16 Where the ownership of a Dog in respect of which a current Licence Tag has been issued under this Bylaw changes, the Licence Tag may be transferred to the new Owner upon making written application to the Township and paying the transfer fee as set out in the Fees and Charges Bylaw.

4 DANGEROUS DOGS

Dangerous Dog Notice

- 4.1 If an Animal Control Officer has reasonable grounds to believe that a Dog meets the definition of a Dangerous Dog under this Bylaw, the Animal Control Officer may issue written notice to the Owner deeming that Dog as a Dangerous Dog and advising the Owner of the requirements of this Bylaw with respect to Dangerous Dogs and any other requirements for the keeping of the Dangerous Dog as may be deemed necessary and advisable by the Animal Control Officer in their sole discretion.
- 4.2 On the first day after a Dog has been deemed a Dangerous Dog, or that person becomes the Owner of a Dangerous Dog, the Owner shall:
- (a) pay the Licence Fee for the Dangerous Dog, as set out in the Fees and Charges Bylaw;
 - (b) provide a legible copy of their driver's licence, or other government issued photo identification, to the Township, which copy will be stored by the Township as long as the Owner remains the Owner of the Dangerous Dog;
 - (c) provide a recent photograph or photographs of the Dangerous Dog, to the satisfaction of the Animal Control Officer, which photograph(s) will be stored by the Township as long as the Dangerous Dog designation is in effect; and
 - (d) provide proof of liability insurance to the Township in the amount not less than \$1,000,000 for the period of the Licence Tag, over premises where the Dangerous Dog is kept and specifically covering any damages for injuries

caused by the Dangerous Dog, all to the satisfaction of the Animal Control Officer.

- 4.3 Within three (3) days after a Dog has been deemed a Dangerous Dog, or that person becomes the Owner of a Dangerous Dog, the Owner shall construct an Enclosure for the Dangerous Dog in accordance with this Bylaw and to the satisfaction of the Animal Control Officer.
- 4.4 If an Owner reasonably requires more than three (3) days to construct an Enclosure for the Dangerous Dog, the Owner shall immediately, and no later than 3 business days after a Dog has been deemed a Dangerous Dog, or that person becomes the Owner of a Dangerous Dog, request an extension of time in writing to the Animal Control Officer, including without limitation reasons why the extension is necessary and the time required to construct the Enclosure, and the Animal Control Officer may grant an extension of time in their sole discretion.
- 4.5 Every Owner of a Dangerous Dog shall, within three (3) days after the Dog has been deemed a Dangerous Dog, have a licenced veterinarian tattoo or implant an electronic identification microchip in the Dangerous Dog and provide a copy of the information contained thereon to the Animal Control Officer prior to a Licence Tag being issued for that Dangerous Dog.

Request for Reconsideration

- 4.6 Subject to section 4.12 of this Bylaw, an Owner of a Dog that has been deemed a Dangerous Dog by written notice may, within fourteen (14) calendar days of the written notice being issued by the Township, request in writing that the CAO or their designate reconsider the decision. The request for reconsideration must be accompanied by:
 - (a) written reasons, not to exceed 5 pages in length, explaining why the Owner believes that the Dog is not a Dangerous Dog as that term is defined under this Bylaw; and
 - (b) a written assessment of the Dog, prepared by an accredited and qualified Dog behaviour specialist, which assessment must have occurred within the previous six (6) months.
- 4.7 The CAO or their designate may confirm, reverse or amend the decision designating the Dog as a Dangerous Dog and may cancel or modify any restrictions, requirements or conditions imposed by an Animal Control Officer and impose any new or additional restrictions, requirements or conditions as they deem necessary or appropriate in the circumstances, all in their sole discretion.

Owner's Duties Respecting Dangerous Dogs

- 4.8 Every Owner of a Dangerous Dog must be at least nineteen (19) years of age.
- 4.9 Every Owner of a Dangerous Dog shall ensure that, at all times while the Dog is on the Owner's property, it is:
 - (a) securely confined indoors; or

- (b) securely confined outdoors within a locked Enclosure.
- 4.10 Every Owner of a Dangerous Dog shall ensure that, at all times while the Dog is not on the Owner's property, it is:
- (a) fully secured by a collar or harness and a Muzzle.
 - (b) on a Leash that does not exceed 1 metre in length and in a manner that prevents the Dog from chasing, injuring, or biting other Animals, Wildlife, or humans, as well as preventing damage to public or private property; and
 - (c) under the custody, care and control of a person who is competent to handle and manage a Dangerous Dog and who is over the age of nineteen (19) years.
- 4.11 Every Owner of a Dangerous Dog shall ensure that the Dangerous Dog does not:
- (a) chase, injure or bite a person.
 - (b) chase, injure or bite an Animal.
 - (c) run At Large.
 - (d) enter a designated Off-Leash Area at any time; or
 - (e) damage any private or public property.
- 4.12 Every Owner of a Dangerous Dog shall give written notice to the Township within three (3) days of that Dangerous Dog being moved, sold, gifted, or transferred to another person or passing away, and the Owner remains liable for any actions of the Dangerous Dog until such written notice is provided to the Township.
- 4.13 Every Owner of a Dangerous Dog shall immediately notify the Township when that Dangerous Dog is running At Large.

Seizure of Dangerous Dogs by Animal Control Officer

- 4.14 An Animal Control Officer may seize a Dangerous Dog in accordance with the requirements for seizure under section 49(2) of the Community Charter.
- 4.15 In exercising their powers pursuant to section 4.14 of this Bylaw, an Animal Control Officer must give consideration to the factors listed in section 49(3) of the Community Charter, as amended or replaced.
- 4.16 Following seizure of a Dangerous Dog under section 4.14 of this Bylaw, an Animal Control Officer shall conduct an investigation into whether the Dangerous Dog should be returned to the Owner on any conditions deemed necessary or advisable by the Animal Control Officer, or whether an application to the Court should be made to humanely destroy the Dangerous Dog and the Animal Control Officer must advise the Owner of its intention within 21 days of the seizure of the Dangerous Dog.

- 4.17 If a Dangerous Dog is seized under section 4.12 of this Bylaw and the Dangerous Dog has not previously been deemed a Dangerous Dog by written notice of the Township in accordance with this Bylaw, the reconsideration rights of an Owner under section 4.6 of this Bylaw only arise on the Dangerous Dog being returned to the Owner by the Township. For greater clarity, if the Township elects to apply to the Court to humanely destroy a Dangerous Dog, the Owner of the Dangerous Dog is not entitled to any right of reconsideration of the Dangerous Dog designation under this Bylaw.

6 AGGRESSIVE DOGS

Aggressive Dog Notice

- 5.1 If an Animal Control Officer has reasonable grounds to believe that a Dog meets the definition of a Aggressive Dog under this Bylaw, the Animal Control Officer may issue written notice to the Owner deeming that Dog as an Aggressive Dog and advising the Owner of the requirements of this Bylaw with respect to Aggressive Dogs and any other requirements for the keeping of the Aggressive Dog as may be deemed necessary and advisable by the Animal Control Officer in their sole discretion.
- 5.2 On the first day after a Dog has been declared an Aggressive Dog, or that person becomes the Owner of an Aggressive Dog, the Owner shall pay the Licence Fee for Aggressive Dogs, as set out in the Fees and Charges Bylaw.
- 5.3 Every Owner of a Aggressive Dog shall give written notice to the Township within three (3) days of that Aggressive Dog being moved, sold, gifted or transferred to another person or passing away, and the Owner remains liable for any actions of the Aggressive Dog until such written notice is given.

Owner's Duties Respecting Aggressive Dogs

- 5.4 Every Owner of an Aggressive Dog shall ensure that, at all times while the Aggressive Dog is on the Owner's property, the Aggressive Dog is:
- (a) securely confined indoors.
 - (b) securely confined outdoors within a locked Enclosure; or
 - (c) securely confined outdoors on the premises within a fenced area sufficient to prevent the escape of the Aggressive Dog and:
 - (i) under the control of a competent person over nineteen (19) years of age; or
 - (ii) securely tethered in a manner as to prevent the Aggressive Dog from leaving the premises and in accordance with the tethering requirements under this Bylaw.
- 5.5 Every Owner of an Aggressive Dog shall ensure that, at all times that the Aggressive Dog is not on the Owner's property, the Aggressive Dog is:

- (a) secured by a collar, harness or other similar device and on a Leash in a manner that prevents it from chasing, injuring or biting other Animals, humans or wildlife, as well as preventing damage to public or private property.
- (b) secured by a Muzzle.
- (c) under the custody, care and control of a person who is competent to handle and manage an Aggressive Dog and who is over the age of nineteen (19) years.
- (d) not running At Large within the Township of Langley at any time; and
- (e) not in a designated Off-Leash Area at any time.

Removal of Aggressive Dog Designation

- 5.6 Every Owner, following a period of at least one (1) year from the date stated on the written notice deeming their Dog an Aggressive Dog, may apply to the Township for relief from the requirements of section 5.5 of this Bylaw. The Township may provide relief from the Aggressive Dog requirements, in its sole discretion, provided the following conditions are met:
- (a) the Township has received no further complaints in regard to that Aggressive Dog's Aggressive Behaviour;
 - (b) the Owner can provide proof and documentation that the Owner and Aggressive Dog have successfully completed a course deemed acceptable to an Animal Control Officer, acting reasonably, to address the Aggressive Dog's Aggressive Behaviour;
 - (c) the Owner is otherwise in full compliance with all requirements of this Bylaw, including that all outstanding Licence Fees have been paid; and
 - (d) any other requirement as deemed necessary by an Animal Control Officer acting reasonably.
- 5.7 If an Aggressive Dog displays Aggressive Behaviour again after relief has been granted pursuant to section 5.6 of this Bylaw, the requirements for Aggressive Dogs under this Bylaw shall continue to apply unless otherwise modified by the Township in its sole discretion.

6 DUTIES RESPECTING CONTROL OF ANIMALS

Owners' Duties Respecting the Keeping of Dogs

- 6.1 No Owner shall suffer or permit any Dog kept by them to:
- (a) bite a person or persons whether on the property of the Owner or not;
 - (b) bite an Animal whether on the property of the Owner or not;
 - (c) display Aggressive Behaviour towards an Animal or a human;

- (d) be on a highway or in any public space in the Township of Langley unless such Dog is under the care, custody and control of a person competent to control the Dog, and the Dog is:
 - (i) on a Leash; or
 - (ii) in an Off-Leash Area.
- 6.2 No person shall suffer or permit any Dog to bark, howl, yelp, cry, or make other noises:
 - (a) for a total of 5 consecutive minutes or more during any 15-minute period; or
 - (b) which, in the sole discretion of an Animal Control Officer, otherwise disturbs the quiet, peace, rest, enjoyment, comfort, or convenience of persons in the surrounding neighbourhood.
- 6.3 In determining, in their sole discretion, whether a Dog's barking, howling, yelping, crying or other noises disturbs the quiet, peace, rest, enjoyment, comfort, or convenience of persons in the surrounding neighbourhood, an Animal Control Officer may be guided by, among other things, the sound control provisions of the Township's Community Standards Bylaw 2019 No. 5448, as amended or replaced.
- 6.4 No Owner shall suffer or permit any Dog to leave or deposit excrement, manure or dung on any real property other than the property of the Owner, unless the Owner immediately takes steps to remove and dispose of such excrement, manure or dung in a sanitary manner.
- 6.5 The Owner of every Dog shall, at all times when the Dog is not on a Leash or is otherwise not under the custody, care and control of a person who is competent to fully control the Dog:
 - (a) Keep such Dog securely confined indoors or within a fenced area sufficient to prevent the escape of the Dog; or
 - (b) Keep such Dog securely tethered in such a manner as to prevent the Dog from leaving the property where the Dog is residing and in compliance with the tethering requirements under this Bylaw.
- 6.6 No person shall Keep more than three (3) Dogs over the age of four (4) months, and provided that any Dogs under the age of four (4) months come from a female Dog licenced to that property, on any parcel of land, unless that person:
 - (a) is operating a Licenced Kennel or a Veterinary Clinic;
 - (b) is actively engaged in the keeping or production of livestock and use the Dogs for the control and protection of the herd or flock;
 - (c) is in a Rural Zone or Suburban Zone where there may be more than one authorized dwelling, in which case there may be no more than three (3) Dogs per authorized detached dwelling, up to a maximum of four (4) Dogs on that parcel of land; or

- (d) resides in a secondary suite or coach house of a property, in which case there may be no more than four (4) such Dogs on that parcel of land.

Duties Respecting the Keeping of Dogs and Large Animals

6.7 No person shall suffer or permit any Dog or Large Animal kept by them:

- (a) to run At Large or to trespass in or upon any private property, lands or premises;
- (b) to do any act that injures a person or persons whether on the property of that person or not; and
- (c) to do any act that injures an Animal or Animals whether on the property of that person or not.

6.8 No person shall Keep any Dog or Large Animal suffering from any infectious or communicable disease, unless such Dog or Large Animal is in isolation and is undergoing treatment for the cure of such disease.

7 LICENCED KENNELS

7.1 Licenced Kennels shall be permitted only in those areas of the Township of Langley where permitted by the Township of Langley Zoning Bylaw 1987 No. 2500, as amended or replaced.

Buildings and Premises of Licenced Kennels

7.2 All buildings used in connection with a Licenced Kennel shall:

- (a) be constructed in accordance with all applicable municipal, provincial and federal standards, including, without limitation all of the Township's bylaws, and shall contain at least 8 cm of insulation in all exterior walls and ceilings for the purpose of soundproofing;
- (b) be kept in a clean, sanitary and well-ventilated condition free of any offensive odours;
- (c) contain facilities whereby every Animal housed therein has access to potable water for drinking;
- (d) be kept at a temperature which is comfortable to Animals being housed therein, having regard to the outside temperature and the season of the year;
- (e) where individual pens are provided, contain hallways of at least 1.22 metres in width fronting each pen;
- (f) contain at least one isolation pen for each of the 20 Animals or fraction thereof being housed therein;
- (g) contain a separate whelping area;

- (h) contain a service area which includes:
 - (i) a public waiting room and an office, which may be separate or combined;
 - (ii) a food storage and preparation room equipped with refrigeration equipment and a sink with hot and cold running water; and
 - (iii) toilets and wash basins available for the use of staff; and
 - (i) contain an inter-communication system between the service area and all pens and runs capable of transmitting any sounds or noises emanating from the pens and runs to the service area, and capable of transmitting the voice of the Licenced Kennel Operator or other staff from the service area to the pens and runs for the purpose of voice control of the Animals being kept therein.
- 7.3 The requirements listed in sections [7.2(e) to (i)] do not apply to Hobby Kennels.
- 7.4 All buildings, pens, runs and exercise yards used in connection with a Licenced Kennel shall:
- (a) be constructed so as to prevent the escape of the Animals being kept therein;
 - (b) provide sufficient space for the Animals being kept therein to stand and lie in comfort;
 - (c) contain suitable bedding material on which the Animals being kept therein may sleep or rest;
 - (d) be kept in a clean, sanitary and well-ventilated condition and free of any offensive odours;
 - (e) contain facilities whereby every Animal kept therein has access to potable water for drinking;
 - (f) be kept free of infestation by mice, fleas, lice or other insects or pests; and
 - (g) be kept free of manure, urine and other excreta, which shall be disposed of in a manner acceptable under applicable municipal, provincial and federal waste management provisions.
- 7.5 Unless more restrictive setback requirements are required under other Township bylaws (in which case, the more restrictive requirements are applicable), all buildings, pens, runs and exercise yards where Animals are kept in connection with a Licenced Kennel, unless otherwise expressly permitted in writing by the CAO or their designate in their sole discretion, shall be located at minimum:
- (a) not less than 15 metres from any property line; and
 - (b) not less than 91 metres from any residence other than occupied by the operator of the kennel or an employee thereof.

- 7.6 The outside perimeter of all areas of Licenced Kennels where Animals are kept shall be enclosed by a solid fence or a solid hedge at least 1.8 metres in height.

Duties of Licenced Kennel Operators

- 7.7 Every Licenced Kennel Operator shall ensure that Animals being kept therein are under control and are reasonably restrained from barking, yelping, crying, howling or making any other noises that would otherwise be in breach of this Bylaw.
- 7.8 Every Licenced Kennel Operator shall ensure that Animals being kept therein are indoors during the hours of darkness.
- 7.9 Every Licenced Kennel Operator shall ensure that such Licenced Kennel is staffed by competent persons who are reasonably trained in the care, control and wellbeing of Animals.
- 7.10 Every Licenced Kennel Operator and every employee thereof who is aware of or suspects that any Animal being kept in the Licenced Kennel is suffering from any disease shall, immediately on becoming aware of this, obtain the assistance and advice of a qualified veterinarian for the treatment of such Animal.
- 7.11 An Animal Control Officer may, at all reasonable times, enter and inspect any Licenced Kennel to ensure that the Licenced Kennel is being operated in compliance with this Bylaw.

8 ANIMAL CONTROL SHELTER OPERATION

Animal Control Shelter

- 8.1 The premises located at 26220 – 56 Avenue in the Township of Langley is established as an Animal Control Shelter under this Bylaw, and shall be operated and maintained for the keeping of Animals as it may be the duty of the Animal Control Officer to impound or otherwise accept pursuant to this Bylaw.
- 8.2 The CAO is hereby authorized to provide for a program for the spaying and neutering of Dogs and felines at the Animal Control Shelter for Township of Langley residents, and for the temporary sheltering at the Animal Control Shelter and care of Dogs and felines while they are being spayed or neutered or recovering from being spayed or neutered.

Abilities of Animal Control Officers

- 8.3 An Animal Control Officer or Animal Control Officers shall be appointed by the Township, and CAO may enter into an agreement with any person or persons to operate the Animal Shelter, or any portion thereof, and to act as Animal Control Officers for the Township or to otherwise provide any animal control services or a portion thereof for the Township.
- 8.4 All Animal Control Officers are designated animal control officers for the purpose of the Community Charter and the *Local Government Act* (R.S.B.C. 1996, c. 323), as amended or replaced.

- 8.5 In accordance with section 16 of the Community Charter, an Animal Control Officer may, at reasonable times, enter onto or into a property to inspect and determine whether the requirements and prohibitions of this Bylaw are being complied with.

Seizure and Impoundment of Dogs and Large Animals

- 8.6 An Animal Control Officer may seize any Dog or Large Animal found running At Large or any Unlicensed Dog, and immediately after making such seizure, cause such Dog or Large Animal to be impounded.
- 8.7 Except as provided herein, following a seizure under section 8.6 of this Bylaw, the Animal Control Officer shall retain such Dog or Large Animal for 72 hours unless such Dog or Large Animal is sooner reclaimed by their Owner.
- 8.8 If a seized Dog or Large Animal is not reclaimed within 72 hours of seizure, an Animal Control Officer, in their sole discretion, may cause such Dog or Large Animal to be destroyed, kept for any period of time, given away, or sold by auction or private sale. If the Owner of the Dog or Large Animal is known to the Township, an Animal Control Officer will, within the 72-hour period following seizure, make reasonable attempts to contact the Owner prior to any destruction or disposal of the Dog or Large Animal.
- 8.9 If a seized Dog or Large Animal has been impounded and is found to be suffering from any injury, disease or sickness, the Animal Control Officer may immediately destroy such Dog or Large Animal if it is their opinion:
- (a) that such Dog or Large Animal would not survive such injury, disease or sickness; or
 - (b) that it otherwise would be an act of humanity to destroy such Dog or Large Animal.
- 8.10 Where an Animal Control Officer has impounded a Dangerous Dog or Aggressive Dog under section 8.6 of this Bylaw, the Animal Control Officer may impose any requirements or conditions as they deem acceptable, in their sole discretion, prior to returning a Dangerous Dog or Aggressive Dog to the Owner, including, without limitation, requiring the construction of an Enclosure for a Dangerous Dog or Aggressive Dog before the Dangerous Dog or Aggressive Dog is returned to the Owner.

Obstruction

- 8.11 No person shall release or rescue or attempt to release or rescue any Dog or Large Animal lawfully in the custody of an Animal Control Officer.
- 8.12 No person shall intervene or obstruct the Animal Control Officer in the lawful exercise of their duties and powers under this Bylaw or the Community Charter.

Impoundment

- 8.13 The Owner of a Dog, or person keeping a Large Animal, that has been impounded pursuant to the provisions of this Bylaw may reclaim such Dog or Large Animal on

application to the Animal Control Officer at any time prior to its sale, disposal or destruction, on providing proof of ownership, to the satisfaction of the Township in its sole discretion, and on payment of the applicable charges set out under the Fees and Charges Bylaw, plus any extraordinary costs, on a full indemnity basis, incurred by the Animal Control Officer in the course of impounding the Dog or Large Animal, all payable at the time of reclamation.

- 8.14 The Owner of an Aggressive Dog or Dangerous Dog impounded pursuant to this Bylaw may reclaim such Aggressive Dog or Dangerous Dog on demonstrating compliance with section 4.2 of this Bylaw and on application to the Animal Control Officer at any time prior to its sale, disposal or destruction, on proof of ownership to the satisfaction of the Township in its sole discretion, and on payment of the applicable charges set out under the Fees and Charges Bylaw, plus any extraordinary costs, on a full indemnity basis, incurred by the Animal Control Officer in the course of impounding the Aggressive Dog or Dangerous Dog, all payable at the time of reclamation.
- 8.15 Where an Aggressive Dog or Dangerous Dog has caused injury to a person, Wildlife or an Animal, the impound fee will be as set out under the Fees and Charges Bylaw for any such incident resulting in the impoundment of the Dog.
- 8.16 Where a Dangerous Dog has caused injury to a person or Animal, the Animal Control Officer may detain the Dog pending court proceedings under section 49 of the Community Charter, as may be amended or replaced, to seek an order to have the Dog humanely destroyed. Should the order not be granted by the Court, the Dangerous Dog may be reclaimed by the Owner upon payment of the applicable impound fee and on an Animal Control Officer otherwise being satisfied, in their sole discretion, that the Owner is in compliance with this Bylaw.
- 8.17 Any fines, impound fees, and any other costs imposed by this Bylaw are payable by the Owner of the Dog or person keeping the Large Animal, regardless of whether the Dog or Large Animal is reclaimed by the Owner of the Dog or person keeping the Large Animal.
- 8.18 Any Owner of a Dog may deliver the Dog to the Animal Shelter for the purpose of having the same destroyed or otherwise disposed of and, upon the Owner paying the applicable fee under the Fees and Charges Bylaw for doing so, the Animal Control Officer may destroy or otherwise dispose of such Dog.
- 8.19 Any Owner of a Dog may request that an Animal Control Officer pick up the Dog for the purpose of having the same destroyed or otherwise disposed of and, upon the Owner paying the applicable fee under the Fees and Charges Bylaw for doing so, the Animal Control Officer may call for and take away and destroy or otherwise dispose of such Dog.

9 ANIMAL SHELTER STANDARDS

Keeping of Animals in Enclosures and Vehicles

- 9.1 No Owner shall Keep an Animal confined in an enclosed space, including but not limited to a motor vehicle, without sufficient ventilation to prevent the Animal from suffering from discomfort, a heat related injury or death. Such enclosed space or vehicle (if

stationary) shall be in an area providing sufficient shade to protect the Animal from direct rays of sun at all times.

- 9.2 If an Animal Control Officer reasonably believes that an Animal in an enclosed space, including but not limited to a motor vehicle, is without sufficient ventilation to prevent the Animal from suffering from discomfort, a heat related injury or death, the Animal Control Officer may take any and all actions necessary to recover the Animal from the enclosed space, including but not limited to forcibly entering the enclosed space and impounding the Animal in accordance with this Bylaw. The Township is not liable to any person for any damage to property, including any motor vehicle, in recovering an Animal in distress under this section.
- 9.3 No Owner shall transport any Animal in a vehicle outside of the passenger compartment or in an uncovered passenger compartment unless it is adequately confined to a pen or cage, or unless it is secured in a body harness or other manner of fastening to prevent it from jumping or falling off the vehicle or otherwise injuring itself.

Animal Care Requirements for Owners of Dogs

- 9.4 No Owner shall cause, permit, or allow a Dog to be hitched, tied, or fastened to a fixed object:
- (a) in such a way that the Dog is able to leave the boundaries of the Owner's property;
 - (b) with a slip collar or chain that may constrict around its neck as a result of pulling on one end of the collar or chain, or where a rope or cord is tied directly around the Dog's neck;
 - (c) except with a collar that is properly fitted to that Dog and attached in a manner that will not injure the Dog or enable the Dog to injure itself by pulling on the tether;
 - (d) except with a tether of sufficient length to enable the full and unrestricted movement of the Dog; or
 - (e) for longer than four (4) hours within a 24-hour period.
- 9.5 No Owner of a Dog shall Keep that Dog in an Enclosure unless:
- (a) the dimensions of the Enclosure are in accordance with the requirements set out in this Bylaw;
 - (b) the location of the Enclosure is in a rear yard;
 - (c) the Enclosure is regularly cleaned and sanitized and all excreta removed at least once a day; and
 - (d) the Owner ensures that such Dog is not confined to the Enclosure in excess of ten (10) hours within any 24-hour period.

10 ENFORCEMENT AND PENALTIES

- 10.1 Any person who contravenes or violates any of the provisions of this Bylaw or who suffers or permits anything to be done in contravention or violation of this Bylaw or who neglects to do anything required to be done pursuant to this Bylaw commits an offence and shall upon conviction be liable to a fine of not less than \$100.00 and not more than \$10,000.00 and/or shall be liable to a fine under the Township of Langley Bylaw Notice Enforcement Bylaw 2008 No. 4703, as amended or replaced.
- 10.2 Each day that an offence under this Bylaw is continued shall constitute a separate and distinct offence.

11 SEVERABILITY

- 11.1 If any provision of this Bylaw is found or determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion of the provision will be severable from this Bylaw, and the balance of this Bylaw will continue in full force and effect.

12 BYLAW 2005 No. 4440 REPEALED

"Township of Langley Animal Control Bylaw 2005 No. 4440" is hereby repealed.

READ A FIRST TIME the	26	day of	May	, 2025
READ A SECOND TIME the	26	day of	May	, 2025
READ A THIRD TIME the	26	day of	May	, 2025
ADOPTED the	9	day of	June	, 2025

 _____ Mayor  _____ Township Clerk