

CITY OF RICHMOND

**ANIMAL, BIRD & BEEKEEPING REGULATION
BYLAW NO. 7137**

The Council of the City of Richmond enacts as follows:

PART ONE: ANIMALS AND BIRDS - GENERAL

1.1 General Prohibition – All Animals and Birds

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

- (a) to be hitched, tied or fastened to a fixed object, where a choke collar or chain forms part of the securing apparatus; or
- (b) to be confined in an enclosed space, including a vehicle, without adequate ventilation.

1.2 Basic Animal and Bird Care Requirements

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

- (a) clean potable drinking water at all times and suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;
- (b) food and water receptacles which are kept clean and disinfected, and located so as to avoid contamination by excreta;
- (c) the opportunity for periodic exercise sufficient to maintain good health, including the opportunity to be unfettered from a fixed area and exercised regularly under appropriate control; and
- (d) necessary veterinary medical care when such **animal** or bird exhibits signs of pain or suffering.

1.3 Keeping of Outdoor Animals and Birds

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

- (a) which ensures protection from heat, cold and dampness that is appropriate to the weight and type of protective outer coat of such **animal**;

- (b) which provides sufficient shade to protect the **animal** from the direct rays of the sun at all times; and
- (c) which is cleaned and sanitized not less than daily, of all excrement.

1.4 Authority to Enter Onto Property

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

1.5 Animals or Birds in Custody

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

PART TWO: HOUSEHOLD PETS

2.1 Birds

2.1.1 General Provisions – All Birds

- 2.1.1.1 A person must not build, construct, reconstruct or maintain an **aviary** until the design and location of such **aviary** has been approved by the **City** with respect to building permit requirements.

2.1.2 Pigeons

- 2.1.2.1 An **owner** of racing or homing pigeons, fancy pigeons, or a person on whose property such birds are kept, must not allow such pigeons to perch, roost, or nest on the land or buildings of any person in the **City**, or to stray, feed, or roost on any highway or public place, except:

- (a) on the property of which the holder is the **owner** or lessee;
- (b) for the purpose of exercising or racing, and only when such pigeons are under the control of the **owner**.

- 2.1.2.2 Every person keeping racing, homing, or fancy pigeons, must maintain the land and premises where such pigeons are kept in a sanitary condition at all times, and pigeon droppings must be disposed of in a manner that will not create a nuisance or health hazard.

2.1.3 Exotic Birds

- 2.1.3.1 The provisions of subsection 2.1.2 with regard to pigeons, apply also to **exotic birds**.

2.2 Dogs

2.2.1 General Prohibition

- 2.2.1.1 A person in a **one-family dwelling** or a **two-family dwelling** must not permit more than three **dogs** to be kept in such dwelling at any time.
- 2.2.1.2 A person in a unit of a **multiple-family dwelling** must not permit more than two **dogs** to be kept in such unit at any time.
- 2.2.1.3 The provisions of subsections 2.2.1.1 and 2.2.1.2, do not apply to the housing and training of **assistance dogs**.

2.2.2 Owner Obligations - Leashing

- 2.2.2.1 Every **owner** of a **dog** must keep such **dog** that is on any street or in a public place, on a leash at all times, except in areas posted as **designated dog off-leash areas**, and when such dog is unleashed, the **owner** must at all times:
 - (a) carry a leash;
 - (b) keep the **dog** in view; and
 - (c) maintain effective control of the **dog** so that the **dog** immediately returns when signalled.
- 2.2.2.2 Every **owner** of a **dog** must immediately leash such **dog** when the **dog** exhibits **aggressive behaviour**.

2.2.3 Owner Obligations – Cleaning Up

- 2.2.3.1 Every **owner** of a **dog** must ensure that any excrement deposited on any **parcel**, other than the **parcel** of the **owner**, is cleaned up immediately.
- 2.2.3.2 The provisions of subsection 2.2.3.1 apply to an **owner** regardless of whether or not the **dog** is under such **owner's** care and control at the time of a breach of the provisions of that subsection.
- 2.2.3.3 The provisions of subsections 2.2.3.1 and 2.2.3.2 do not apply to the **owner** of an **assistance dog**.

2.2.4 Owner Obligations – Vicious Dogs

- 2.2.4.1 Every **owner** of a **vicious dog** must:
 - (a) ensure that such **dog** is not allowed on any street or in any public place, or any other place that is not **owned** or controlled by that person, unless such **dog** is:

- (i) on a leash; and
 - (ii) **muzzled**; and
 - (iii) under the care and control of an **owner**; and
- (b) keep such **dog** securely confined at all times, either indoors, or in an **enclosure**, while the **dog** is on the premises **owned** or controlled by such person.

2.3 Rabbits

2.3.1 General Requirements

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

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

PART THREE: POULTRY

3.1 General Prohibition

3.1.1 A person must not keep **poultry**, in, upon, or under any structure used for human habitation.

3.1.2 Every person keeping **poultry** must ensure that:

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

PART FOUR: WILD ANIMALS

4.1 General Prohibition

4.1.1 A person must not keep any **wild animal** in captivity on a **parcel** where any potential danger exists to the public.

PART FIVE: DOMESTIC (FARM) ANIMALS

5.1 General Requirements

5.1.1 Every person keeping a **domestic animal** must ensure that:

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

PART SIX: BEEKEEPING

6.1 General Requirements

6.1.1 Every person keeping **bees**, and the person on whose property **bees** are kept must ensure that such **bees** are:

- (a) maintained in a condition so as to reasonably prevent undue swarming or aggressive behaviour; and
- (b) requeened if such **bees** are subject to undue swarming, or show signs of aggressive behaviour.

PART SEVEN: ANIMAL SHELTER

7.1 Establishment of Animal Shelter

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

7.2 Duties and Obligations of the Contractor

7.2.1 The agreement specified in subsection 7.1.1 may establish the duties of the **Contractor** with regard to:

- (a) the operation of an **animal shelter**, including but not limited to,
 - (i) hours of operation,
 - (ii) building maintenance and operating costs;
 - (iii) payment of utilities, including electricity, natural gas and telephone services;
 - (iv) an automated telephone answering system for emergency messages;
 - (v) cleanliness and sanitation; and
 - (vi) the care and feeding of, and the provision of veterinary care, where necessary, for all impounded **animals** and birds;
- (b) the provision of animal control services, including but not limited to,
 - (i) the provision of equipment, including vehicles and communication systems;
 - (ii) the impoundment of **animals** and birds;
 - (iii) the undertaking of patrols;
 - (iv) the keeping of records of impoundment, finances and **animal** disposal;
 - (v) the disposal by sale, or by humane destruction, of impounded **animals** and birds;
 - (vi) the removal and disposal of dead **animals**;
 - (vii) dealing with public complaints about **animals**; and
 - (viii) attending to, and transporting, **animals running at large**;
- (c) the provision and supplying of an adequate number of trained **Animal Control Officers**;
- (d) the licencing of **dogs**; and
- (e) the issuing of tickets under the provisions of the Municipal Ticket Information Authorization Bylaw, including court attendance as and when necessary.

7.3 Authority of Animal Control Officer – Dogs Running at Large

- 7.3.1 An **Animal Control Officer** or any **Police Officer**, may seize and impound any **dog** found **running at large**, for up to 96 hours, unless such **dog** is reclaimed within that time.
- 7.3.2 If an **impounded dog** is not reclaimed within 7 days of impoundment, such **dog** may be disposed of by an **Animal Control Officer**, by destruction, private sale or gift, or sale by auction.
- 7.3.3 An **Animal Control Officer**, upon apprehending any female **dog** in season found **running at large** in contravention of this bylaw, must impound such **dog** for a period of not less than 10 days, and the **owner** of such **dog** must pay the cost of boarding such **dog** during its impoundment.

7.3.4 Any **vicious dog running at large** :

- (a) may be **impounded** by an **Animal Control Officer**;
- (b) must, upon request, be immediately delivered to the **animal shelter** or to an **Animal Control Officer**, by the **owner**; and
- (c) must be kept quarantined at the **animal shelter** for a period of 14 days at the **owner's** expense, including the **maintenance fees** shown in Section 1 of Schedule A, which is attached and forms a part of this bylaw.

7.4 Reclaiming an Impounded Dog

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

- (a) providing proof of ownership; and
- (b) paying the applicable impoundment fees and **maintenance fees** specified in Section 1 of Schedule A.

7.4.2 Where the **owner** of an **impounded dog** is known, such **owner** must pay the **maintenance fees** specified in Section 1(c) of Schedule A, even if the **owner** fails or neglects to reclaim the **impounded dog**.

7.5 Authority of Animal Control Officer – Other Animals

7.5.1 An **Animal Control Officer** or any **Police Officer** may seize and impound any **domestic animal** or **poultry** found **running at large**.

7.5.2 An **Animal Control Officer** may sell any **animal impounded** under this Part, which have not been reclaimed, and after deducting the impounding fees and **maintenance fees** accruing in respect of such **animal**, and if applicable, the cost of advertising the sale, must pay any surplus within 30 days, to the **General Manager, Finance & Corporate Services**.

7.5.3 Where the **owner** of any **impounded animal** is known, the **General Manager, Finance & Corporate Services** must pay any surplus funds of sale, to such **owner**.

7.5.4 Where, after 3 months from the date of the sale, such **owner** is unknown, any surplus funds of sale not claimed during that time are forfeited to the **City**.

7.6 Reclaiming of Other Animals

7.6.1 Any **impounded animal** other than a **dog**, a cat or **poultry**, may be reclaimed by the **owner** prior to the date of the advertised sale, upon proof of ownership, and payment to an **Animal Control Officer**, of the applicable impoundment fees and **maintenance fees** shown in Section 2 of Schedule A.

- 7.6.2 Any **impounded poultry** may be reclaimed by the **owner** prior to the date of disposal of such **poultry**, upon proof of ownership, and payment to an **Animal Control Officer**, of the applicable impoundment fees and **maintenance fees** shown in Section 3 of Schedule A.

PART EIGHT: INTERPRETATION

8.1 In this bylaw, unless the context otherwise requires:

AGGRESSIVE BEHAVIOUR	means snarling, growling or pursuing another animal or a person.
ANIMAL	means: (a) furbearing animal ; (b) household pet ; (c) poultry ; and (d) wild animal .
ANIMAL CONTROL OFFICER	means: (a) a Licence Inspector ; or (b) a person employed by the Contractor to undertake animal control services.
ANIMAL SHELTER	means any facility designated by Council as an Animal Pound, as provided for in the <i>Municipal Act</i> .
ASSISTANCE DOG	means a dog specifically trained to assist a person with disabilities in the performance of daily activities.
AVIARY	means a building, cage or structure for the breeding or keeping of birds, other than poultry .
BEE	means the insect <i>Apis mellifera</i> .
BUILDING	means a structure having a roof supported by columns or walls used for the shelter or accommodation of persons, animals or chattels.
BUILDING INSPECTOR	means the Manager, Building Approvals Department or those positions or persons designated by Council to act under this Bylaw in the place of the Manager.
CITY	means the City of Richmond.
CONTRACTOR	means the person, firm or society with whom the City has entered into an agreement for (i) the operation of an animal shelter ; (ii) the provision of animal control services; (iii) the provision and supplying of Animal Control Officers ; (iv) the licencing of dogs ; and (v) the issuing of tickets under the provisions of the Municipal Ticket Information Authorization Bylaw.

COUNCIL	means the current Council of the City .
DESIGNATED DOG OFF-LEASH AREA	means an area posted by sign, which defines the geographic area and/or time period that dogs can be off-leash.
DOG	means a household pet of the canine species.
DOMESTIC (FARM) ANIMAL	means a horse, mule, donkey, hynnie, swine, sheep, or goat, or cow, or other animal of the bovine species, but excluding a household pet .
DWELLING UNIT	means a suite of one or more rooms designed for or occupies by one family only as a single housekeeping unit providing cooking, sanitary and sleeping facilities.
ENCLOSURE	means a securely enclosed and locked structure having a concrete, asphalt or wooden floor and a wire or steel mesh sides and roof, which is sufficient to prevent the entry of unauthorized persons or the escape of the dog .
EXOTIC BIRD	means those avian species which are not normally native to the Province of British Columbia.
FURBEARING ANIMAL	means any fox, beaver, marten, mink, muskrat, otter, racoon, skunk, chinchilla, fisher, or other like animal , other than a household pet .
GENERAL MANAGER, FINANCE & CORPORATE SERVICES	means the person appointed by Council to the position of General Manager, Finance & Corporate Services, or an alternate.
HOUSEHOLD PET	means a domesticated animal or bird normally kept: <ul style="list-style-type: none"> (a) in a one-family dwelling, a two-family dwelling or a multiple-family dwelling; and (b) for pleasure rather than utility.
IMPOUNDED	means seized, delivered, received or taken into the animal shelter , or into the custody of the Animal Control Officer .
LICENCE INSPECTOR	means a person appointed by Council as Licence Inspector for the City , and includes Bylaw Enforcement Officers and the Chief Licence Inspector.
MAINTENANCE FEES	means the fees specified in Schedule A which are charged, for each day that an animal or bird is impounded , commencing the day after impoundment.
MEDICAL HEALTH OFFICER	means the Medical Health Officer appointed under the <i>Health Act</i> , to act within the limits of the jurisdiction of any local board, or within any health district.

MULTIPLE-FAMILY DWELLING	means a building containing two or more dwelling units.
MUZZLED	means a humane fastening or covering device of adequate strength placed over the mouth of a dog designed to prevent the dog from biting or injuring any person or another animal .
ONE-FAMILY DWELLING	means a detached building used exclusively for residential purposes, containing one dwelling unit only.
OWN/OWNER/OWNED	includes possessor, harbourer, or keeper and "owned" includes possessed, harboured, or kept.
PARCEL	means a lot, block, or other area in which land is held or into which land is legally subdivided.
POLICE OFFICER	means a member of the Royal Canadian Mounted Police.
POULTRY	means a turkey, goose, duck, fowl, or other bird normally kept for human consumption, excluding exotic birds and registered homing pigeons used for hobby or show purposes or racing.
RESIDENTIAL	means a use which pertains clearly to the accommodation and home life of a family, and includes a group home with a maximum of 10 residents, but specifically excludes any facility operated under the jurisdiction of the <i>Correction Act</i> .
RUNNING AT LARGE	means: (a) being elsewhere than on the premises of the owner , while not in the immediate and effective control of a competent person; and (b) with respect to a vicious dog , means any dog which is not kept in compliance with the requirements of subsection 2.2.4.
STOREY	means a space situated between the top of any floor and the top of the floor next above it, that space between the top of such floor and the ceiling above it.
STRUCTURE	means a construction of any kind whether fixed to, supported by, or sunk into land or water.
TWO-FAMILY DWELLING	means a detached building used exclusively for residential purposes containing two dwelling units only, which building is not readily convertible into additional dwelling units and the plans for which have been filed with the Building inspector showing all areas of the building finished, the design of the building conforming to one of the following classifications:

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

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

UNLICENCED DOG

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

USED

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

VICIOUS DOG

means:

- (a) any **dog** that has killed or injured:
 - (i) any person; or
 - (ii) another **animal** while **running at large**; or
- (b) any **dog** that aggressively harasses or pursues another person or **animal** while **running at large**; or
- (c) any **dog** primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or
- (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any **dog** of mixed breeding which includes any of these breeds; or any **dog** which has the appearance and physical characteristics predominantly conforming to the standards for any of the above breeds.

WILD ANIMAL

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

PART NINE: OFFENCES AND PENALTIES

9.1 Any person who:

- (a) violates or who causes or allows any of the provisions of this bylaw to be violated; or
- (b) fails to comply with any of the provisions of this or any other bylaw or applicable statute; or
- (c) neglects or refrains from doing anything required under the provisions of this bylaw,

is deemed to have committed an infraction of, or an offence against this bylaw is liable on summary conviction, to the penalties provided for in the *Offence Act*, and each day that such violation is caused, or allowed to continue, constitutes a separate offence.

PART TEN: PREVIOUS BYLAW REPEAL

- 10.1 Animal and Bird Control Bylaw No. 3825 (adopted March, 1980) and Amendment Bylaw No. 6506 (adopted August, 1995) are repealed.
- 10.2 Bee Regulation Bylaw No. 3523 (adopted March, 1978) is hereby repealed.

PART ELEVEN: SEVERABILITY & CITATION

- 11.1 If any part, section, sub-section, clause, or sub-clause of this bylaw is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this bylaw.
- 11.2 This bylaw is cited as "**Animal, Bird & Beekeeping Regulation Bylaw No. 7137**".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

JUL 1 0 2000

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CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor

MAYOR

CITY CLERK

SCHEDULE A to BYLAW NO. 7137**1(a) IMPOUNDMENT FEES - DOGS**

(i) FIRST impoundment in any calendar year:

Neutered Male or Spayed Female Dog	\$20
Non-Neutered or Unspayed Dog	\$30
Vicious Dog	\$200

(ii) SECOND impoundment in any calendar year:

Neutered Male or Spayed Female Dog	\$30
Non-Neutered or Unspayed Dog	\$50
Vicious Dog	\$500

(iii) THIRD and subsequent impoundments in any calendar year:

Neutered Male or Spayed Female Dog	\$100
Non-Neutered or Unspayed Dog	\$100
Vicious Dog	\$1,000

1(b) ADDITIONAL IMPOUNDMENT FEES – UNLICENCED DOGS

In addition to the fees payable under Section 1 and Section 3 (if applicable), a further impoundment fee of \$15.00 will be charged for an **unlicenced dog**, plus the amount of the required current licence, where such **dog** is not currently licenced.

1(c) MAINTENANCE FEES – DOGS AND CATSFor each day or portion of the day, per **animal** \$5**2(a) IMPOUNDMENT FEES – OTHER ANIMALS**Per **animal** \$30
plus transportation costs**2(b) MAINTENANCE FEES – OTHER ANIMALS
EXCLUDING DOGS AND CATS**For each day or a portion of a day, per **animal** \$7**3(a) IMPOUNDMENT FEES - BIRDS**

Per bird \$0.25

3(b) MAINTENANCE FEES – BIRDSFor each day or a portion of a day, per **animal** \$0.50