

CITY OF RICHMOND  
**DOG LICENCING BYLAW NO. 7138**

The Council of the City of Richmond enacts as follows:

**PART ONE: DOG LICENCING REQUIREMENTS**

**1.1 Requirement to Possess a Dog Licence**

1.1.1 Every person who keeps or has in his or her possession, any **dog** over the age of 8 weeks, must:

- (a) obtain a **dog licence** for such **dog** in accordance with this bylaw;
- (b) attach such **dog licence** to a suitable collar on the **dog**; and
- (c) produce such **dog licence** at the request of either a **Licence Inspector** or an **Animal Control Officer**.

**1.2 Authority to Issue Dog Licences and Receive Fees**

1.2.1 A **Licence Inspector** or an **Animal Control Officer**, has the authority to:

- (a) receive **dog licence** fees, and
  - (b) issue **dog licences** and replacement **dog licences**
- on behalf of the **City**.

**1.3 Neutered and Spayed Dogs**

1.3.1 Every person applying for a **dog licence** for a neutered or spayed **dog** must present written certification from a licenced veterinarian, that such **dog** has been neutered or spayed.

**1.4 Vicious Dogs - Liability Insurance**

1.4.1 Before issuing a **dog licence** for a **dog** which in the opinion of a **Licence Inspector** or an **Animal Control Officer**, is a **vicious dog**, such **Licence Inspector** or **Animal Control Officer** may require the **owner** of such **dog** to provide proof of liability insurance of at least \$500,000.

1.4.2 The liability insurance specified in subsection 1.4.1 must cover:

- (a) the entire period of licencing;
- (b) the premises where such **vicious dog** is kept, and

- (c) claims arising out of **dog** bites or **dog** attacks caused by the **dog** for which the **dog licence** is sought.

## **PART TWO: DOG LICENCES AND FEES**

### **2.1 Annual Licence Fees**

- 2.1.1 An annual, non-refundable **dog licence** fee, as shown in Schedule A, which is attached and forms a part of this bylaw, is payable for each **dog** over the age of 6 months.
- 2.1.2 Notwithstanding the provisions of subsection 2.1.1, every **dog licence** fee paid by an **owner** who is aged 65 or older, will be reduced by 50% of the amount shown in Schedule A, upon production of proof, satisfactory to either a **Licence Inspector** or an **Animal Control Officer**, of such **owner's** age.
- 2.1.3 The provisions of subsection 2.1.2 do not apply to a replacement **dog licence** issued in accordance with section 2.3.

### **2.2 Dog Licence Period**

- 2.2.1 Every **dog licence** expires on the thirty-first day of December, following the date on which such **dog licence** takes effect.

### **2.3 Replacement Dog Licence**

- 2.3.1 A replacement **dog licence** may be issued upon payment of the fee shown in Section 3 of Schedule A when:
  - (a) the original **dog licence** has been lost or stolen, or
  - (b) a valid and current **dog licence** for the **dog** in question has been issued by another **jurisdiction**.

### **2.4 Change of Ownership**

- 2.4.1 In case of a change of ownership of a licenced **dog** during the calendar year for which such **dog** is licenced, the original **owner** of the **dog** must notify a **Licence Inspector** or an **Animal Control Officer** of such change of ownership.

### **2.5 Exemptions from Licencing**

- 2.5.1 The provisions of this bylaw do not apply to any **dog**:
  - (a) **owned** by, and harboured at, Commercial or Hobby Dog Kennels for which a business licence has been issued by the **City**;
  - (b) whose **owner** has obtained a **dog licence** for such **dog**:

- (i) under the provisions of the *Livestock Protection Act*, or
- (ii) pursuant to a bylaw of another **jurisdiction**,

for the unexpired portion of the licencing period.

2.5.2 A **dog licence** will be provided at no charge, for an **assistance dog** or **assistance dog** in training, which has been certified by a training facility acceptable to either the **Licence Inspector** or an **Animal Control Officer**, provided that appropriate proof of such certification is provided to either the **Licence Inspector** or the **Animal Control Officer**.

## 2.6 Authority To Enter Onto Property

2.6.1 The **Licence Inspector** or an **Animal Control Officer** are 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.

## PART THREE: VIOLATIONS AND PENALTIES

3.1 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; or
- (d) makes any false or misleading statement,

is deemed to have committed an infraction of, or an offence against, this bylaw and 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 FOUR: INTERPRETATION

4.1 In this Bylaw, unless the context otherwise requires:

**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 *Municipal Act*.

<b>ASSISTANCE DOG</b>	means a <b>dog</b> specifically trained to assist a person with disabilities in the performance of daily activities.
<b>CITY</b>	means the City of Richmond.
<b>CONTRACTOR</b>	means the person, firm or society with whom the <b>City</b> has entered into an agreement for (i) the operation of an <b>animal shelter</b> ; (ii) the provision of animal control services; (iii) the provision and supplying of <b>Animal Control Officers</b> ; (iv) the licencing of <b>dogs</b> ; and (v) the issuing of tickets under the provisions of the Municipal Ticket Information Authorization Bylaw.
<b>COUNCIL</b>	means the Council of the <b>City</b> .
<b>DOG</b>	means a <b>household pet</b> of the canine species.
<b>DOG LICENCE</b>	means a tag issued by the <b>City</b> , on which is stamped the dog licence number and calendar year for which such dog licence is valid.
<b>HOUSEHOLD PET</b>	means a domesticated <b>animal</b> normally kept: <ul style="list-style-type: none"> <li>(a) in a <b>one-family dwelling</b> or a <b>multiple-family dwelling</b>; and</li> <li>(b) for pleasure rather than utility.</li> </ul>
<b>JURISDICTION</b>	means any municipality in British Columbia.
<b>LICENCE INSPECTOR</b>	means a person appointed by <b>Council</b> as Licence Inspector for the <b>City</b> , and includes Bylaw Enforcement Officers and the Chief Licence Inspector.
<b>MULTIPLE-FAMILY DWELLING</b>	means a building containing two or more dwelling units, and includes any property on which such multiple-family dwelling unit is located.
<b>ONE-FAMILY DWELLING</b>	means a detached building used exclusively for residential purposes, containing one dwelling unit only, and includes the property on which such one-family dwelling unit is located.
<b>OWN/OWNER/OWNED</b>	includes possessor, harbourer, or keeper, and "owned" includes possessed, harboured, or kept.
<b>RUNNING AT LARGE</b>	means: <ul style="list-style-type: none"> <li>(a) being elsewhere than on the premises of the <b>owner</b>, while not in the immediate and effective control of a competent person; and</li> </ul>

- (b) with respect to a **vicious dog**, means any **dog** which is not kept in compliance with the requirements of subsection 2.2.4 of the Animal, Bird & Beekeeping Regulation Bylaw .

### **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.

## **PART FIVE: PREVIOUS BYLAW REPEAL**

- 5.1** Dog Licencing and Pound Establishment Bylaw No. 4323 (adopted May 19<sup>th</sup>, 1984), and the following amendment bylaws, are repealed:

<u>AMENDMENT BYLAW</u>	<u>EFFECTIVE DATE</u>
5578	September 24, 1990
5641	December 10, 1990
5716	May 27, 1991
5809	December 9, 1991
5793	June 1, 1992
6281	June 13, 1994
7099	March 27, 2000

## **PART SIX: SEVERABILITY & CITATION**

- 6.1** 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.
- 6.2** This bylaw is cited as “**Dog Licencing Bylaw No. 7138**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

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MAYOR

JUL 1 0 2000

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CITY CLERK

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

**SCHEDULE "A" TO BYLAW NO. 7138**

**SCHEDULE OF FEES**

	Paid Before March 1st current year	Paid on or after March 1st of current year
1. Male or female dog	\$36.00	\$40.00
2. Neutered or spayed dog	\$16.00	\$20.00
3. Replacement tag or each dog tag lost or stolen or for each <b>dog licence</b> to replace a valid <b>dog licence</b> from another <b>jurisdiction</b> .	\$ 5.00	\$5.00