



**Dog Licencing Bylaw No. 7138,
Amendment Bylaw No. 8529**

The Council of the City of Richmond enacts the following amendments to Dog Licencing Bylaw No. 7138, as amended:

1. Part One: Dog Licencing Requirements is amended by deleting section 1.1 and substituting the following:

- 1.1 **Requirement to Possess a Dog Licence**

- 1.1.1 Every person who owns any **dog** or **dangerous dog** over the age of eight (8) weeks, must:

- (a) obtain a **dog licence** for such **dog** or **dangerous dog** in accordance with this bylaw; and
 - (b) attach such **dog licence**:
 - (i) to a suitable collar or harness around the neck of the **dog** or **dangerous dog**, while not on a **leash** ; or
 - (ii) to a **leash** attached to a **dog** or **dangerous dog**; and
 - (c) produce such **dog licence** for a **dog** or **dangerous dog** at the request of an **Animal Control Officer**.

2. Part Two: Dog Licences and Fees is amended by deleting section 2.1 and substituting the following:

- 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 part of this bylaw, is payable for each **dog** or **dangerous dog** over the age of eight (8) weeks.

- 2.1.2 Notwithstanding the provisions of subsection 2.1.1, every **dog licence** fee paid by an **owner** who is of the age of 65 or older, will be reduced by 50% of the amount shown in Schedule A, which is attached and forms part of this bylaw, upon production of proof, satisfactory to the **City**, of such **owner's** age provided that:

- (a) for **dogs** or **dangerous dogs**,

- (i) licensed in the previous calendar year, the **dog licence** fee is paid prior to March 1 of the current licence year; or
 - (ii) acquired during the current licence year, the **dog licence** fee is paid within thirty (30) days of acquiring the **dog** or **dangerous dog**; and
 - (b) the **dog** or **dangerous dog** is neutered or spayed.
- 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.

3. Part Three is deleted and the following amended Part Three is substituted:

PART THREE: VIOLATIONS AND PENALTIES

- 3.1(a) A violation of any of the provisions identified in this bylaw shall result in liability for penalties and late payment amounts established in Schedule A of the *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122*; and
 - (b) A violation of any of the provisions identified in this bylaw shall be subject to the procedures, restrictions, limits, obligations and rights established in the *Notice of Bylaw Violation Dispute Adjudication Bylaw No. 8122* in accordance with the *Local Government Bylaw Notice Enforcement Act, SBC 2003, c. 60*.
- 3.2 Every person who contravenes any provision of this bylaw is considered to have committed an offence against this bylaw and is liable on summary conviction, 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.
4. Part Four: Interpretation is amended by deleting **DOG LICENCE** and substituting the following:

DOG LICENCE

- (a) for a **dog** (other than a **dangerous dog**), means the combination of:
 - (i) a metal disc issued by the **City** for the life of the **dog**, on which is stamped the licence number for the **dog** and the name of the **City**; and
 - (ii) a **licence decal** affixed to the reverse of the metal disc described in (i).
- (b) for a **dangerous dog**, means the combination of:

- (i) a metal disc issued by the **City** for the life of the **dog**, on which is stamped the licence number for the **dog** and the name of the **City**; and
- (ii) a **licence decal** affixed to the reverse of the metal disc described in (a); and
- (iii) a red-coloured metal disc issued by the **City**, on which is stamped the phrase 'Dangerous Dog'

5. Part Four: Interpretation is amended by adding the following:

LICENCE DECAL means a uniquely-coloured plastic disc issued by the **City**:

- (a) indicating the valid calendar year for the **dog licence**; and
- (b) confirming that the required **dog licence** fee has been paid for the calendar year indicated.

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.

LEASH or LEASHED means a device, or use of a device, of leather, metal, nylon or other similar strong material no more than three (3) meters in length and of sufficient strength and design to restrain the size and strength of **dog** or **dangerous dog** for which it will be (or is being) used. One end is securely affixed to a collar or harness which is securely attached to the **dog** or **dangerous dog** with the other end held by a person capable of controlling the **dog** or **dangerous dog** at all times.

6. Part Four: Interpretation is amended by deleting **RUNNING AT LARGE** and substituting the following:

RUNNING AT LARGE means:

- (a) being elsewhere than confined on the premises of the **owner**, while not on a **leash** and in the immediate and effective control of the **owner**; and/or
- (b) being on any property without the consent of the registered owner or occupier of that property; and/or
- (c) being in a **designated dog off-leash area**, where permitted, but not under the immediate and effective control of the **owner**.

7. This Bylaw is cited as "**Dog Licencing Bylaw No. 7138, Amendment Bylaw No. 8529**".

FIRST READING

OCT 25 2010

SECOND READING

OCT 25 2010

THIRD READING

OCT 25 2010

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating Division
APPROVED for legality by Solicitor

MAYOR

CORPORATE OFFICER