CITY OF RICHMOND

DOG LICENCING

BYLAW NO. 7138

EFFECTIVE DATE – JULY 24, 2000

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws below. The amendment bylaws have been combined with
the original bylaw for convenience only. This consolidation is not a legal document. Certified
copies of the original bylaws should be consulted for all interpretations and applications of the
bylaws on this subject.

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<td>Bylaw 7165</td>
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CITY OF RICHMOND

**DOG LICENCING**

BYLAW NO. 7138

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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 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.

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.
PART TWO: DOG LICENCES AND FEES

2.1 Annual Licence Fees

2.1.1 An annual, non-refundable dog licence fee in the amount set from time to time in the Consolidated Fees Bylaw No. 8636, 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 set from time to time in the Consolidated Fees Bylaw No. 8636 upon production of proof, satisfactory to the City, of such owner’s age provided that:

(a) for dogs or dangerous dogs,

(ii) 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.

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 in the amount set from time to time in the Consolidated Fees Bylaw No. 8636 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 (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:

(a) violates or contravenes any provision of this bylaw; or

(c) neglects or refrains from doing anything required under the provisions of this bylaw,

commits an offence and upon conviction shall be liable to a fine of not more than Ten Thousand Dollars ($10,000.00), in addition to the costs of the prosecution, and where the offence is a continuing one, each day that the offence is continued shall constitute a separate offence.
PART FOUR: INTERPRETATION

4.1 In this Bylaw, unless the context otherwise requires:

ANIMAL CONTROL means:
(a) an employee of the City, appointed to the job position or title of bylaw enforcement officer or licence inspector, or acting in another capacity, on behalf of the City for the purpose of the enforcement of one or more of the City bylaws; 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.

ASSISTANCE DOG means a dog specifically trained to assist a person with disabilities in the performance of daily activities.

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 Council of the City.

DANGEROUS DOG means:
(a) any dog that has killed or injured:
   (i) a person, or
   (ii) a companion animal or domestic animal while running at large; or
(b) any dog that an Animal Control Officer has reasonable grounds to believe is likely to kill or seriously injure a person;
(c) any dog that aggressively harasses or pursues a person or companion animal or domestic animal while running at large; or
(d) any dog owned, primarily or in part, for the purpose of dog fighting or that is trained for dog fighting;
(e) 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; or

(f) any dog that, according to the records of the SPCA, RCMP or other municipality, or to the knowledge of the owner, has killed, injured, or aggressively harassed or pursued a person or animal.

**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.

**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’

**HOUSEHOLD PET** means a domesticated animal normally kept:

(a) in a one-family dwelling or a multiple-family dwelling; and

(b) for pleasure rather than utility.

**JURISDICTION** means any municipality in British Columbia.

**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.

**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.

**LICENCE INSPECTOR** means an employee of the City, appointed to the job position or title of inspector or officer, and includes Bylaw Enforcement Officers, Licence Inspectors and the Chief Licence Inspector.

**MULTIPLE-FAMILY DWELLING** means a building containing two or more dwelling units, and includes any property on which such multiple-family dwelling unit is located.

**ONE-FAMILY DWELLING** 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.

**OWN/OWNER/OWNED** includes possessor, harbourer, or keeper, and "owned" includes possessed, haroured, or kept.

**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.
PART FIVE: PREVIOUS BYLAW REPEAL

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

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<tr>
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<td>5578</td>
<td>September 24, 1990</td>
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<td>6281</td>
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<td>7099</td>
<td>March 27, 2000</td>
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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”.

PART SEVEN: FEES BYLAW

7.1 The Consolidated Fees Bylaw No. 8636, as may be amended from time to time, applies to this bylaw.