

BYLAW NO. 4240, 2011

A Bylaw to regulate the care and control of animals and to establish and operate a municipal animal shelter in the City of Coquitlam.

WHEREAS:

- A. Pursuant to section 8(3)(k) of the *Community Charter*, S.B.C. 2003, c. 26 (the "*Community Charter*"), Council for the City of Coquitlam has authority to regulate, prohibit and impose requirements in relation to animals;
- B. Pursuant to section 48 of the *Community Charter*, Council of the City of Coquitlam has the authority to provide for the seizure of animals and establish fees to be paid in relation to seized animals;
- C. Pursuant to section 49 of the *Community Charter*, Council of the City of Coquitlam has the authority to regulate and control dangerous dogs; and
- D. Pursuant to section 15 of the *Community Charter*, Council of the City of Coquitlam has authority to establish licencing requirements;

NOW THEREFORE, the Council of the City of Coquitlam, in open meeting lawfully assembled, ENACTS AS FOLLOWS:

1. Name of Bylaw

This Bylaw may be cited for all purposes as the "Animal Care and Control Bylaw No. 4240, 2011."

2. Repeal

The "City of Coquitlam Animal Protection Bylaw No. 2851, 1994," as amended, is hereby repealed in its entirety.

3. Interpretation

- 3.1 In this Bylaw, unless the context otherwise requires, the following words have the following meanings:

AGGRESSIVE BEHAVIOUR means any behaviour by a *dog* that intimidates a person or a *domestic animal* and includes snarling, growling, or pursuing a person or *domestic animal*;

AGGRESSIVE DOG means a *dog* that:

- i. has, without provocation, displayed *aggressive behaviour* toward a person or *domestic animal* while in a *public place*; or
- ii. has, without provocation, caused a *minor injury* to a person or *domestic animal*;

ALTERED CAT means a male *cat* that has been neutered, or a female *cat* that has been spayed;

ALTERED DOG means a male *dog* that has been neutered, or a female *dog* that has been spayed;

ANIMAL has the same meaning as defined in the *Community Charter*;

ANIMAL CONTROL MANAGER means the person appointed as the Animal Control Manager under this Bylaw;

AT LARGE means an *animal* which is

- i. not restrained by means of a *leash* where the *animal* is located on *public property*;
- ii. not restrained by means of a *leash* where the *animal* is on private property, other than property owned or occupied by the *owner* of that *animal*, or where the private property owner has given permission for the animal to not be on a leash; or
- iii. on unenclosed land owned or occupied by the *owner* of the *animal*, and not tethered in a manner to prevent it from roaming;

BYLAW ENFORCEMENT OFFICER means a member of the Coquitlam Royal Canadian Mounted Police or a person appointed by *Council* as a Bylaw Enforcement Officer;

CAT means a member of the *felis catus* family and commonly known as the domestic house cat;

CITY means the City of Coquitlam;

COUNCIL means the Council for the *City*;

DANGEROUS DOG has the same meaning as defined in the *Community Charter*;

DELIVER means to send by regular or registered mail, or to leave with a person, or deposit in a mail box or mail slot at the person's residence or place of business;

DOG means a member of the *canis familiaris* family, commonly known as a domesticated dog;

DOG LICENCE means a dog licence issued by the *City* in accordance with section 7 of this Bylaw consisting of a tag issued by the *City* which is impressed or stamped with a unique number;

DOMESTIC ANIMAL has the same meaning as defined in the *Community Charter*;

ENCLOSURE means a structure at least 1.8 meters (5.9 feet) in height having a solid floor, and wire, steel mesh, or other similarly rigid material, along the sides and roof, constructed in such a way that it prevents the entry of children and the escape of a *dog*, and specifically excludes invisible fencing systems;

FEES AND CHARGES BYLAW means the *City of Coquitlam Fees and Charges Bylaw* in force from time to time;

FIRE DEPARTMENT means the City of Coquitlam Fire Department;

GUARD DOG means a *dog* that is specifically trained for or used primarily for the purposes of guarding property, including residential, commercial and industrial property;

IMPOUND includes seizing and detaining;

LEASH means a device of sufficient strength and design to restrain the *animal* for which it is being used, where one end is securely affixed to the *animal* and the other end is being securely held by the *owner* of the *animal*;

LICENCE YEAR means the period between January 1 and December 31 in any year;

LIVESTOCK means cattle, goats, horses, sheep, swine, llamas, alpacas, ostriches, and game;

MINOR INJURY means a physical injury to a person or *domestic animal* that consists of pinches, minor localized bruising, shallow punctures, or lacerations in one direction only;

MUZZLE means a device which covers or secures the mouth of an *animal* and is designed to prevent it from biting or snapping;

OFF LEASH AREA means an area where a sign is posted by the *City* indicating a specific geographic area where a *dog* may be in a *public place* and not be restrained by a *leash*;

OWNER, in relation to an *animal*, means a person:

- i. to whom a *dog licence* has been issued under this Bylaw;
- ii. to whom a *cat* has been registered under this Bylaw;

- iii. who owns, is in possession of, or has the care or control of an *animal*, temporarily or permanently;
- iv. who harbours, shelters, permits or allows an *animal* to remain on or about that person's land or premises; or
- v. who is the custodial parent or legal guardian of a child under the age of 18 years who owns, is in possession of, or has the care or control of an *animal*;

PERMANENT IDENTIFICATION means identification for an *animal* in the form of a visible tattoo or a microchip that contains the contact information of the *owner*;

POULTRY includes a domestic fowl, waterfowl, pigeons and peafowl, but excludes species of birds that are normally kept inside a dwelling;

PUBLIC PLACE includes a highway, street, lane, boulevard, park, or any other real property owned, held, vested in, or operated, managed or administered by, the *City* or by a school located within the *City*;

SERIOUS INJURY means a physical injury to a person or *domestic animal* that:

- i. consists of deep punctures, lacerations in more than one direction, or broken bones; or
- ii. requires sutures or cosmetic surgery;

SPECIAL NEEDS ASSISTANCE ANIMAL means:

- i. a special needs animal as defined in the *Guide Animal Act*, R.S.B.C. 1996, c. 177; or
- ii. an *animal* designated as a *special needs assistance animal* pursuant to section 7.11 of this Bylaw;

UNDER CONTROL means, in respect of any *dog*, such circumstances where the *dog*:

- i. immediately returns when called by the *owner* of the *dog*; and
- ii. is not displaying *aggressive behaviour*;

VETERINARIAN means a person who is registered and in good standing with the College of Veterinarians of British Columbia to practice veterinary medicine;

VICIOUS DOG means a *dog* that:

- i. has, without provocation, caused a *minor injury* to a person on more than one occasion;
- ii. has, without provocation caused a *minor injury* to a *domestic animal* on more than one occasion;
- iii. the *Animal Control Manager* has reasonable grounds to believe that, based on repeated *aggressive behaviour*, is likely to cause a *minor injury* on more than one occasion to a person or *domestic animal* or is likely to cause a *serious injury* to a person or *domestic animal*; or
- iv. is a *Dangerous Dog*;

ZONING BYLAW means the Zoning Bylaw in force within the *City* from time to time.

- 3.2 If there is a conflict between a provision of this Bylaw and a provision of the *Wild or Exotic Animal Prohibition Bylaw No. 3838, 2009*, the provision of the *Wild or Exotic Animal Prohibition Bylaw No. 3838, 2009* prevails.

4. Establishment of Animal Shelter

The *City* has established and maintains, and will continue to maintain, an Animal Shelter, and the Animal Shelter is currently identified as the Coquitlam Animal Shelter located at 500 Mariner Way, Coquitlam, British Columbia, V3K 7B6.

5. Appointment of Animal Control Manager

- 5.1 The Manager of Bylaw and Animal Services, and any successor in title, is hereby appointed as the *Animal Control Manager* to operate and maintain the Animal Shelter in accordance with this Bylaw.
- 5.2 *Council* or the *Animal Control Manager* may appoint or employ such employees and agents as the *Animal Control Manager* deems necessary to enable it to carry out the powers and duties pursuant to this Bylaw and the *Community Charter*, and such employees and agents are hereby authorized to carry out any and all of the powers and duties of the *Animal Control Manager* which the *Animal Control Manager* may delegate to them expressly or by implication.
- 5.3 The *Animal Control Manager* is hereby authorized to collect any fees or charges due under this Bylaw on behalf of the *City*.

6. Possession of Animals

- 6.1 Except where expressly permitted by the *Zoning Bylaw* or other enactment, a person must not keep any *poultry* or *livestock*, temporarily or permanently, in a dwelling unit.
- 6.2 Except where expressly permitted by the *Zoning Bylaw* or other enactment, a person must not keep more than three (3) *animals* on any parcel within the *City*.

7. Dog Licence Required

- 7.1 No person shall keep or allow to be kept, or have care and control of, any *dog* within the *City* that is actually or apparently over six (6) months of age unless they have obtained a *dog licence* for that *dog* in accordance with this Bylaw.
- 7.2 Any person who acquires a *dog* that is already licenced in the *City*, and will be kept in the *City* must, within thirty (30) days of acquiring the *dog*, contact the Animal Shelter to update the information applicable to the *dog licence* for the *dog*.
- 7.3 Subject to section 7.4, every *owner* of a *dog* shall, at the beginning of each *licence year*, make an application to the *City* for a *dog licence* on the form provided by the *City* and pay the fee set out in the *Fees and Charges Bylaw* and, upon receipt of the application and payment of the prescribed fee, the *City* shall issue a *dog licence* for the current *licence year*.
- 7.4 If a *dog* is licenced outside of the *City* and moves into the *City*, the *owner* of that *dog* must, within thirty (30) days of the *dog* coming to the *City*, make an application to the *City* for a *dog licence* and, upon receiving proof that the *dog* is validly licenced outside of the *City*, the *City* shall issue a *dog licence* for the remainder of the *licence year* at no charge.
- 7.5 Every *owner* of a *dog* shall ensure that a valid and readable *dog licence* is displayed on the *dog* at all times by affixing it to the *dog* by collar, harness, or other similar device.
- 7.6 No *dog licence* shall be issued to, or in the name of, any person under 18 years of age.
- 7.7 Every *dog licence* issued under this Bylaw is valid only in respect of the *dog* for which it was issued, as described on the licence application, and is not transferable to another *dog*.
- 7.8 Every *dog licence* issued under this Bylaw shall expire on the 31st day of December in the *licence year* it was issued.
- 7.9 A person may only obtain a *dog licence* for an *aggressive dog* or a *vicious dog* if the *dog* has *permanent identification*, and the identification information is included in the licencing application.
- 7.10 The *owner* of a *special needs assistance animal* is exempt from the licencing fees in the *Fees and Charges Bylaw* in respect of that *special needs assistance dog*.

7.11 The owner of a *domestic animal* may apply to the *Animal Control Manager*, in a form acceptable to the *Animal Control Manager*, to have that *domestic animal* designated as a *special needs assistance animal* for the purposes of this Bylaw and, upon receiving and reviewing an application under this section, the *Animal Control Manager* shall:

7.11.1 reject the application; or

7.11.2 approve the application and designate that *domestic animal* as a *special needs assistance animal*.

8. Revocation of Dog Licence

8.1 The *Animal Control Manager* may revoke a *dog licence* in respect of any *dog* whose owner has failed to pay any licencing or impoundment fees under this Bylaw, and not reinstate that *dog licence* until all fees are paid.

8.2 Where a *dog* is licenced and is subsequently deemed to be an *aggressive dog* or a *vicious dog*, the *dog licence* applicable to that *dog* will become invalid and the owner of that *dog* must apply to the *City* for a new *dog licence*.

8.3 If a *dog licence* is revoked under this Bylaw, the *City* shall *deliver* notice of the revocation to the owner at the address indicated on the *dog licence* application.

9. Cat Registration and Identification

9.1 Any owner of a *cat* may register their *cat* by:

9.1.1 submitting a registration application in the form provided by the *City*;

9.1.2 ensuring that the *cat* has *permanent identification* and that the identification information is provided to the *Animal Control Manager*.

9.2 Where the owner of a *cat* fulfills the requirements set out in section 9.1 of this Bylaw, the *City* will register the *cat* and maintain a record of the identification information.

10. Control of Animals

10.1 Except in areas and at times specifically designated by a posted notice as being an *off leash area*, every owner of an *animal* must ensure that the *animal*, other than an *altered cat*, is not, at any time, *at large*.

10.2 An owner of a *dog* may allow the *dog* to be *at large* in an *off leash area*, so long as the owner:

- 10.2.1 carries a *leash*;
 - 10.2.2 keeps the *dog under control*; and
 - 10.2.3 maintains a clear line of sight to the *dog* at all times.
- 10.3 Every *owner* of an *animal* must not cause, permit or allow that *animal* to:
- 10.3.1 display *aggressive behaviour* towards a person or a *domestic animal*;
 - 10.3.2 cause a *minor injury* to a person or *domestic animal*; or
 - 10.3.3 cause a *serious injury* to a person or *domestic animal*.
- 10.4 Every *owner* of a female *dog*, other than an *altered dog*, in heat must confine the *dog*:
- 10.4.1 in an *enclosure* located on the premises of the *owner*; or
 - 10.4.2 within securely fenced premises under the control of the *owner*, as to prevent any other *dog* from gaining access to it.
- 10.5 Every *owner* of a whelping female *dog* must, where the *dog* has, at any time during the whelping period or any previous whelping period, displayed *aggressive behaviour*, keep the *dog* confined to premises under the control of the *owner*.
- 10.6 Every *owner* of a diseased *animal* must, where the disease poses a threat to the health or safety of a person or *domestic animal*, ensure that the diseased *animal* does not leave the property or premises of the *owner* other than for the purpose of visits of a *Veterinarian*, in which case the *animal* must be transported in a manner as to ensure that it does not come into contact with another person or *domestic animal*.
- 10.7 Every *owner* of an *animal*, other than a *special needs assistance animal*, while in a *public place* must obey all posted signs that apply to that *animal*, including, without limitation, all signs restricting or prohibiting entry by *dogs* onto private property.
- 10.8 No *owner* of an *animal* shall abandon that *animal* on any property owned or vested in the *City*.

11. Dangerous Animals

- 11.1 Where a *Bylaw Enforcement Officer* is of the opinion that a *dog* is an *aggressive dog* or a *vicious dog*, the *Bylaw Enforcement Officer* may submit a written report to the *Animal Control Manager* setting out the reasons for that opinion.
- 11.2 Upon receiving a report under section 11.1, the *Animal Control Manager* shall review the report and, based on the opinion of the *Animal Control Manager*, the *Animal Control Manager* must:
- 11.2.1 reject the report and make no designation in respect of the *dog*;
 - 11.2.2 designate the *dog* as an *aggressive dog*; or
 - 11.2.3 designate the *dog* as a *vicious dog*.
- 11.3 Where the *Animal Control Manager* designates a *dog* as an *aggressive dog* or a *vicious dog*, the *Animal Control Manager* shall *deliver* written notice of the designation to the *owner* of that *dog*.
- 11.4 Every *owner* of an *aggressive dog* must:
- 11.4.1 not cause, permit, or allow that *dog*, at any time, to be *at large* within the *City*, whether or not the *owner* has entrusted the care and custody of the *dog* to any other person;
 - 11.4.2 secure the *dog* by a collar or harness and a *leash*, with a maximum length of one meter, suitable to the size and strength of the *dog*, when in a *public place*;
 - 11.4.3 not cause, permit, or allow the *dog* to enter an *off leash area*; and
 - 11.4.4 ensure the *dog* has *permanent identification* within one month of the *dog* being designated an *aggressive dog*, and provide the identification information to the *Animal Control Manager*.
- 11.5 Every *owner* of an *aggressive dog* may, if after one year of the *dog* being designated an *aggressive dog*:
- 11.5.1 the *dog* has not displayed any further *aggressive behaviour*;
 - 11.5.2 the *City* has not received any further complaints in regard to that *dog*;

11.5.3 the *owner* and the *dog* have successfully completed a course designed to train an *aggressive dog*; and

11.5.4 the *dog* has *permanent identification*

apply in writing to the *Animal Control Manager* to have the *aggressive dog* designation removed, and, if all of the requirements of this section are fulfilled to the satisfaction of the *Animal Control Manager*, the *aggressive dog* designation shall be removed.

11.6 If a *dog* is designated an *aggressive dog* more than once, there is no further ability to remove the *aggressive dog* designation from the *dog*.

11.7 Every *owner* of a *vicious dog* must:

11.7.1 not cause, permit, or allow the *dog*, at any time, to be *at large* within the *City*, whether or not the *owner* has entrusted the care and custody of the *dog* to any other person;

11.7.2 secure the *dog* by a collar or harness and a *leash*, with a maximum length of a half a meter, suitable to the size and strength of the *dog*, when in a *public place*;

11.7.3 *muzzle* the *dog* in a manner as to prevent it from being able to bite a person or another *domestic animal*, when in a *public place*;

11.7.4 if the *dog* is to be left un-attended by the *owner* at any time or place, including anywhere on the premises under control of the *owner*, secure the *dog* in an *enclosure* located within securely fenced premises, and ensure that all fences and gates are locked as to prevent access to the fenced area and the *enclosure*;

11.7.5 post a clearly visible sign at all points of entry onto any premises where the *dog* is being kept, temporarily or permanently, warning that there is a *vicious dog* on the premises;

11.7.6 not cause, permit, or allow the *dog* to enter an *off leash area*; and

11.7.7 ensure the *dog* has *permanent identification* within one month of the *dog* being designated a *vicious dog*, and provide the identification information to the *Animal Control Manager*.

11.8 Every *owner* of a *vicious dog* must:

- 11.8.1 notify the *Animal Control Manager* in writing within three (3) days if the *dog* dies or is disposed of in any manner; and
- 11.8.2 in the case of transfer of ownership of the *vicious dog*, notify the prospective *owner* is informed that the *dog* has been designated as a *vicious dog* prior to the transfer of ownership.
- 11.9 In addition to the other powers set out in this Bylaw, the *Animal Control Manager* and a *Bylaw Enforcement Officer*, or their counsel, are hereby designated by *Council* and granted the authority to exercise all of the powers of the *City* in relation to *dangerous dogs* as set out in the *Community Charter*.
- 11.10 An *owner* of a *dog* which has been designated a *vicious dog* may, within fourteen (14) days of notice of the designation being *delivered*, make written representations to the Manager of Legal Services and Bylaw Enforcement, or any successor position in title, requesting that the designation be removed or changed.
- 11.11 After reviewing the representations by the *owner* of the *dog* under section 11.10, the Manager of Legal Services and Bylaw Enforcement, or any successor position in title, may:
 - 11.11.1 uphold the designation of the *dog* as a *vicious dog*;
 - 11.11.2 rescind the designation of the *Animal Control Manager* and make no designation in regard to the *dog*; or
 - 11.11.3 substitute the designation of a *vicious dog* with the designation of an *aggressive dog*.

12. Guard Dogs

- 12.1 Every *owner* of a *guard dog* must:
 - 12.1.1 prevent the *dog* from leaving the property of the *owner* by ensuring:
 - 12.1.1.1 the *dog* is confined within the premises and such premises are reasonably secure against unauthorized entry;
 - 12.1.1.2 the premises is completely fenced by means of a 1.8 meter fence constructed in accordance with *City* bylaws and any gates in such fence are reasonably secured against unauthorized entry; or
 - 12.1.1.3 the *dog* is securely confined in an area within the property that is adequate to ensure that the *dog* cannot escape;

- 12.1.2 post warning signs advising of the presence of a *guard dog* on the, with lettering clearly visible from the lesser of the curb line of the property and 50 feet from the premises, are posted at each driveway or entranceway to the property and at all exterior doors of the premises; and
- 12.1.3 before bringing the *dog* onto premises under control of the of the *owner*, notify the *Animal Control Manager*, the *Fire Department*, and the Royal Canadian Mounted Police (Coquitlam Detachment) of the address of the property which the *guard dog* will be guarding, the approximate hours during which the *guard dog* will be performing guard duties, the breed, age, sex and *dog licence* number of the *dog* and the full names, addresses and telephone numbers of the *owner* and any other individual who will be responsible for the *guard dog* while it is on guard duty.

13. Seizure and Impoundment of Animals

- 13.1 A *Bylaw Enforcement Officer* may impound:
 - 13.1.1 any unlicensed *animal* that is required to be licensed under this Bylaw;
 - 13.1.2 any *animal* that is found to be *at large*;
 - 13.1.3 any *animal* found straying or trespassing on private property;
 - 13.1.4 any *animal* that is, or appears to be, suffering.
- 13.2 Every *owner* of an *animal* that has been impounded pursuant to this Bylaw may reclaim the *animal* by:
 - 13.2.1 attending or causing his or her authorized agent to attend at the Animal Shelter with satisfactory proof of ownership of the *animal*; and
 - 13.2.2 paying in full any and all impounding charges, custodial charges for the care and maintenance of the *animal* and any other charges levied pursuant to this Bylaw and the *Fees and Charges Bylaw*.
- 13.3 Where an *animal* is impounded pursuant to the provisions of this Bylaw the *City* shall retain the *animal* for a period of not less than 96 hours unless the *animal* is sooner reclaimed by the *owner* or his or her agent in accordance with the provisions of this Bylaw.

- 13.4 After an *animal* has been impounded for longer than 96 hours, the *Animal Control Manager* may direct that the *animal*:
- 13.4.1 be destroyed;
 - 13.4.2 be offered to the general public for sale if the *animal* is neither a diseased *animal* nor a *vicious dog*; or
 - 13.4.3 be placed with any person or organization deemed acceptable by the *Animal Control Manager*.

14. Animal Defecation

Every *owner* of an *animal* that defecates in a *public place* or on any private property without the consent of the owner of that property, shall immediately remove the excrement and dispose of it in a sanitary manner.

15. Transportation of Animals

No person may transport an *animal* in a vehicle outside the passenger compartment unless it is confined in a pen or a 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.

16. Confinement of Animals

No person may cause, permit, or allow an *animal* to be confined in an enclosed space, including a motor vehicle or boat, unless there is adequate ventilation.

17. Care for Animals

- 17.1 No person may keep an *animal* unless the *animal* is provided with:
- 17.1.1 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;
 - 17.1.2 food and water receptacles kept clean and disinfected and located so as to avoid contamination by excreta;
 - 17.1.3 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;

- 17.1.4 necessary veterinary medical care when the animal exhibits signs of pain or suffering.
- 17.2 No person may keep an *animal* which normally resides outside, or which is kept outside for short to extended periods of time, unless the *animal* is provided with outside shelter:
 - 17.2.1 to ensure protection from heat, cold and wet that is appropriate to the animal's weight and type of coat.;
 - 17.2.2 that is at least twice the length of the *animal* in all directions, and at least as high as the height of the *animal* measured from the floor to the highest point of the *animal* when standing in a normal position plus 10%;
 - 17.2.3 in an area to provided sufficient shade to protect the animal from the direct rays of the sun at all times; and
 - 17.2.4 that is regularly cleaned and sanitized including the daily removal of excrement.
- 17.3 No person may cause, permit or allow an *animal* to be hitched, tied or fastened to a fixed object where a choke collar or chain forms part of the securing apparatus, or where a rope or cord is tied directly around the neck of the *animal*.

18. Offence and Penalty

- 18.1 Every person who violates any provision of this Bylaw, or who causes, permits or allows any act or thing to be done in violation of this Bylaw, or who neglects to or refrains from doing anything required to be done by any provision of this Bylaw, is guilty of an offence against this Bylaw and each day that a violation continues is deemed to be a separate offence against this Bylaw.
- 18.2 Every person who violates a provision of this Bylaw, or who causes, permits, or allows an act or thing to be done in violation of a provision of this Bylaw, or who neglects or refrains from doing anything required by a provision of this Bylaw, is guilty of an offence and is liable, upon summary conviction, to a fine not exceeding the maximum set out in the *Offence Act*, as amended.

19. Severance

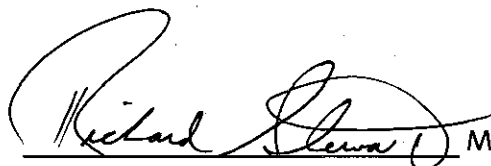
The provisions of this Bylaw are intended to be severable and, should any part of this Bylaw be found to be invalid by a court of competent jurisdiction, the finding of invalidity will not affect the validity of the remainder of this Bylaw.

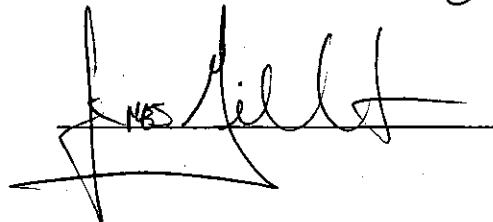
READ A FIRST TIME this 3rd day of October, 2011.

READ A SECOND TIME this 3rd day of October, 2011.

READ A THIRD TIME this 3rd day of October, 2011

GIVEN FOURTH AND FINAL READING and the Seal of the Corporation affixed this 17th day of October, 2011.


MAYOR


CLERK