CITY OF PRINCE GEORGE
BYLAW NO. 8898

A Bylaw of the City of Prince George respecting the regulation, licensing and control of animals in the City of Prince George.

WHEREAS the Council of the City of Prince George may regulate, prohibit and impose requirements in relation to animals under sections 8(3)(k), 47, 48 and 49 of the Community Charter, including bylaw enforcement and related matters under sections 260 – 275 of the Community Charter;

NOW THEREFORE, the Council of the City of Prince George, in open meeting assembled, enacts as follows:

SECTION 1 CITATION

1.1 This Bylaw may be cited as the “City of Prince George Responsible Animal Ownership Bylaw No. 8898, 2017”.

SECTION 2 DEFINITIONS

2.1 In this Bylaw:

"Aggressive Behaviour" means any behaviour by a Dog that unduly intimidates a person or Animal and includes snarling, growling or pursuing a person or Animal in a threatening manner.

"Aggressive Dog" means a Dog declared to be an Aggressive Dog under Section 15.1 of this Bylaw.

"Aggressive Dog License" means an Aggressive Dog License required under Section 15.13 of this Bylaw.

"Animal" means any member of the animal kingdom, other than a human being.

"Animal Control Officer" means any person appointed by Council as an Animal Control Officer or Bylaw Enforcement Officer, and includes a peace officer or member of the Royal Canadian Mounted Police.

"Animal Control Shelter" means a facility designated by the City for the housing and care of animals pursuant to this Bylaw and includes any vehicle used by an Animal Control Officer.

"Animal Shelter Supervisor" means any person, firm or body corporate, or servants and employees of a person, firm or body corporate, appointed, contracted or employed by the City to manage and operate the Animal Control Shelter and to carry out the duties prescribed by this Bylaw.
“At Large” means an Animal which is not under the control of the Owner by means of a Leash and is upon property other than the property in respect of which the Owner has the right of occupation, or upon any highway, thoroughfare, street, road, trail, avenue, parkway, lane, alley, square, bridge, causeway, trestle way, sidewalk (including the boulevard portion of the sidewalk), Open Space Area or other public place which has not been designated as an off Leash area.

“Cat” means a member of the felis catus family and commonly known as the domestic house Cat.

“City Hall” means 1100 Patricia Boulevard, Prince George, BC.

“Controlled Confinement” means the confinement of a Dog in a pen, cage or other structure having:

a. secure sides and a secure top;
b. the bottom constructed from material that will not allow a Aggressive Dog to dig out or otherwise escape and be secured to the sides;
c. minimum dimensions of 1.5 metres by 3.0 metres;
d. a minimum height of 1.5 metres,
e. door or gate that can be locked; and
f. been inspected and approved by an Animal Control Officer in the form set out in Schedule “B” of this Bylaw.

“Community Charter” means the Community Charter, SBC 2003, Chapter 26, as amended from time to time.

“Council” means the municipal Council of the City of Prince George.

“Dangerous Dog” means a dog that

a. has killed or Seriously Injured a person,
b. has killed or Seriously Injured a domestic animal, while in a public place or while on private property, other than property owned or occupied by the person responsible for the dog, or
c. an animal control officer has reasonable grounds to believe is likely to kill or cause Serious Injury a person.

“Dangerous Dog License” means a Dangerous Dog License required under Section 16.10 of this Bylaw.

“Dog” means any Animal of the canine species irrespective of age or sex.

“Dog Tag” means a device bearing a distinctive serial number intended to be attached to the collar of a Dog and issued by the City upon payment of a license fee as prescribed in the Fees and Charges Bylaw.
“Fees and Charges Bylaw” means the “City of Prince George Comprehensive Fees and Charges Bylaw No. 7557, 2004”, as may be amended from time to time.

“Foster Animal” means an Animal placed in a person’s custody on a temporary basis by a Humane Society.

“Humane Society” means the British Columbia Society for the Prevention of Cruelty to Animals (BC SPCA), the Prince George Humane Society or other similar society or corporate entity that rescues, cares for and arranges fostering and adoption of Animals.

“Identification” means:
   a. a collar or tag worn by a Cat or Dog which includes the name, current address and telephone number of the Owner;
   b. a traceable tattoo;
   c. a traceable Microchip; or
   d. a valid Dog license issued by a municipality.

“Impound” means seize, deliver, receive, or take into the Animal Control Shelter or other suitable place of confinement by an Animal Control Officer.

“Infectious Physical Condition” means any abnormal physical condition which is likely to be passed on to other Animals or humans by invasion of an organism emanating from the Animal suffering from the abnormal physical condition.

“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.

“Livestock” means one or more of the following:
   a. a horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, sheep or goat;
   b. domestically reared or kept deer, reindeer, moose, elk, or bison;
   c. farm bred fur bearing Animal including a fox or mink;
   d. Animal of the bovine species;
   e. Animal of the avian species including a chicken, turkey, duck, goose or pheasant; and
   f. any other Animal that is kept for agricultural purposes, but does not include Cats, Dogs or other domesticated household pets.

“Manager of Bylaw Services” means the Manager of Bylaw Services of the City and includes any person to whom the Manager of Bylaw Services powers are delegated or any person appointed to act in the absence of the Manager of Bylaw Services.

“Microchip” means a traceable Microchip implanted in a Dog or Cat.
"Minor Injury" means a physical injury to a person or Animal that consists of pinches, minor localized bruising, scratches, shallow punctures or lacerations in one direction only.

"Muzzle" means a device of sufficient strength placed over an Animal's mouth to prevent it from biting.

"Nuisance Animal" means any Animal in respect of which there have been two or more convictions for offences under this Bylaw and has been declared in writing a Nuisance Animal by an Animal Control Officer.

"Nuisance Dog License" means a Nuisance Dog License required under Section 14.9 of this Bylaw.

"Nuisance Sound" means any unprovoked regular pattern of noise or sound continuing for a period of, or periods totaling, more than five minutes within any 1 hour period between 10:00 PM of one day and 7:00 AM the following day, or for a period of, or periods totaling, more than 10 minutes within any 1 hour period between 7:00 AM and 10:00 PM on the same day, or any noise or sound that an Animal Control Officer may deem to be unusual and unnecessary.

"Open Space Area" means an Open Space Area as defined in the Parks and Open Spaces Bylaw.

"Owner" means any natural person or body corporate:
- a. who is the licensed Owner of the Animal;
- b. who has legal title to the Animal;
- c. who has possession or custody of the Animal, either temporarily or permanently;
- or
- d. who harbours the Animal, or allows the Animal to remain on that person's premises.

"Owner's Property" means any property in which the Owner has a legal or equitable interest or which is otherwise under the control or is in the possession of the Owner, and which property shall include land, buildings and vehicles.

"Parks and Open Spaces Bylaw" means the City of Prince George "Parks and Open Spaces Bylaw No. 7370, 2002", as may be amended from time to time.

"Seize" includes Impound and detain.

"Serious Injury" or "Seriously Injured" means to cause or have caused a physical injury to a person or Animal that consists of deep punctures, lacerations in more than one direction, broken bones or an injury requiring stitches or cosmetic surgery.
“Service Dog” means any Dog trained by a recognized and accredited institution:

a. as a law enforcement Dog; or
b. to provide assistance to a hearing or visually impaired, physically or developmentally challenged person.

“Tether”, when used as a noun, means a Leash, rope, chain, line, cord or other similar device by which an Animal is attached to a stake or other stationary object or to a pulley run or running line, and, when used as a verb, means to attach an Animal by means of a Leash, rope, chain, line, cord or other similar device to a stake or other stationary object or to a pulley run or running line.

“Under Control” means, in respect of any Dog, such circumstances where the Dog:

a. immediately returns when called or signaled by the Owner of the Dog; and
b. is not displaying Aggressive Behavior.

“Unlicensed Dog” means any Dog for which the license fee for the current year has not been paid, or any Dog which is not wearing a Dog Tag for the current year.

“Zoning Bylaw” means the “City of Prince George Zoning Bylaw No. 7850, 2007”, as may be amended from time to time.

SECTION 3 ANIMAL CONTROL SHELTER AND ANIMAL SHELTER SUPERVISOR

3.1 The City may contract with any person, firm or corporate body for the purpose of maintaining an Animal control facility of such size and design and in such location as the City Manager may from time to time direct, and for the purposes of this Bylaw any such facility is the Animal Control Shelter.

3.2 The City may employ an Animal Shelter Supervisor, Animal Control Officers and such other employees in connection with the operation of the Animal Control Shelter and the carrying out and enforcement of the provisions of this Bylaw as the City considers necessary and expedient.

3.3 Subject to Section 3.2, if the City decides to operate its own Animal Control Shelter, the Animal Shelter Supervisor shall report directly to and be under the authority and supervision of the Manager of Bylaw Services.

SECTION 4 DOG OWNERSHIP LIMITS

4.1 No Owner shall own, keep or harbour or allow to be kept or harboured on that Owner’s property more than three (3) Dogs aged four (4) months or more.
4.2 Section 4.1 does not apply to premises lawfully used for a retail pet sales business or
the care, maintenance and treatment of Dogs operated by and in charge of a
licensed veterinarian, licensed Animal groomer or Animal breeding business nor any
premises that are temporarily used for the purpose of a lawful Dog show nor to any
person in possession of a valid license to operate an Animal boarding business within
the City.

4.3 Notwithstanding Section 4.1, a person may keep or harbour, or allow to be kept or
harboured, on that person’s property, up to four (4) Dogs if at least one Dog has been
placed with that person as a Foster Animal.

4.4 On demand from an Animal Control Officer, a person who keeps or harbours, or
allows to be kept or harboured, a Foster Animal, shall provide to the Animal Control
Officer written proof, satisfactory to the Animal Control Officer, that the Animal is a
Foster Animal.

SECTION 5 LICENSING AND IDENTIFICATION OF ANIMALS

5.1 No Owner shall keep an Unlicensed Dog over the age of four (4) months of age.

5.2 Every Owner of a Dog shall make application for a Dog License immediately upon
becoming the Owner on or before the first (1st) day of January in each calendar year,
and pay the required fees as outlined in the Fees and Charges Bylaw.

5.3 Every license issued under this Bylaw shall be for that calendar year specified
thereon and shall expire on December 31 of that year.

5.4 No Dog license shall be issued to or in the name of a person under the age of
nineteen (19) years.

5.5 The Owner shall securely affix and keep affixed the Dog Tag to the Dog's collar.

5.6 Every Owner applying for a license for a sterilized Dog must present a certificate from
a qualified veterinarian confirming that the Dog has been sterilized.

5.7 Every Owner of a Cat shall ensure that the Cat has Identification at all times.

5.8 The City shall issue to an Owner of a Dog a replacement Dog Tag upon payment of
the fee set out in the Fees and Charges Bylaw after being satisfied that the original
Dog Tag has been lost or stolen.

5.9 License fees are not refundable.
5.10 An Owner of a Dog may transfer a valid license, only if:

   a) the Dog is currently licensed by another municipality in the Province of British Columbia and the Owner surrenders such license and pays the fee set out in the Fees and Charges Bylaw; or

   b) the Owner replaces a licensed Dog which has died, applies with the City for a transfer of the license and pays any applicable fees.

5.11 The City shall maintain a record of all licenses issued pursuant to this Bylaw, including the names and addresses of all Dog Owners, the description and license number of all Dogs, the date that the license was issued and the fee which was paid.

5.12 No person shall without lawful excuse, remove, obscure or deface a valid Dog Tag which has been affixed to a Dog's collar, or any identification worn by any other Animal.

5.13 An Owner shall forthwith notify the City of any changes with respect to any information provided in an application for a license under this Bylaw.

5.14 Upon losing a Dog Tag the Owner of the licensed Dog shall present the receipt for payment of the license fee to an Animal Control Officer, who will issue a new Dog Tag to the Owner for the fee as set out in Fees and Charges Bylaw.

SECTION 6 RUNNING AT LARGE

6.1 No Owner or person having the custody, care or control of an Animal, shall allow or suffer the Animal to run At Large in the City.

6.2 No person shall do anything or omit to do anything where such act or omission has or may have the effect of causing or permitting the running At Large of an Animal within the City.

SECTION 7 THREATENING OR NUISANCE BEHAVIOURS

7.1 Any Owner of an Animal which allows the Animal to:

   a) bite, injure, damage, or chase other Animals, bicycles, automobiles or vehicles;

   b) display Aggressive Behaviour towards a person or Animal;

   c) bite a person or other Animal, causing Minor Injury, whether on the property of the Owner or not;

   d) cause Serious Injury or death to a person or Animal;

   e) cause any damage whatsoever to any property or any injury whatsoever to any person or other Animal;

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f) be within the floral area of any Open Space Area or disturbs or destroys any vegetation or Animal habitat in any Open Space Area;

g) be within any swimming pool, wading pool, or waterpark intended for public use or in any body of water that is located in or flowing through any Open Space Area;

h) be on any property where the Animal is prohibited as indicated by a sign or other marking; or

i) upset any waste receptacle or scatter the contents thereof, whether or not the Animal is then running At Large, is guilty of an offence.

SECTION 8  NUISANCE SOUND

8.1 Every Owner of an Animal shall ensure that the Animal does not produce a Nuisance Sound which disturbs or tends to disturb the quiet, peace, rest, comfort, convenience or enjoyment of the neighborhood or of persons in the vicinity.

SECTION 9  REMOVING EXCREMENT

9.1 If an Animal defecates on any public or private property other than the Owner’s Property, the Owner shall remove the feces immediately.

9.2 An Owner of a Dog shall carry a suitable means of removing Dog feces at all times while the Dog is in the custody of the Owner on property other than the Owner’s Property.

9.3 An Owner shall provide proof of compliance with Section 9.2 when requested by an Animal Control Officer.

9.4 An Owner shall at all times keep the property where an Animal is kept in a clean and tidy condition. For purposes of this section, “clean and tidy condition” means clean and tidy in the opinion of an Animal Control Officer, acting reasonably.

SECTION 10  DOGS IN OFF LEASH AREAS AND OPEN SPACE AREAS

10.1 The City may designate and post areas where a Dog may be exercised while not restrained by a Leash.
10.2 When in a designated off Leash area, every Owner of a Dog may allow their Dog to be off-Leash provided that the Dog is not a Dangerous Dog, Aggressive Dog or a Nuisance Animal and the Owner:

a) is carrying a Leash;

b) keeps the Dog in view at all times;

c) is at least nineteen (19) years of age;

d) immediately removes the Dog's feces and disposes of it appropriately; and

e) immediately Leashes and removes the Dog if it displays any Aggressive Behaviour.

10.3 The provisions of this Bylaw apply, with all necessary modifications, to an off-Leash area.

10.4 While in an off-Leash area, a person shall use the land in accordance with any sign or signs which have been posted setting out the days, times and manner in which a person is permitted to use the off-Leash area.

10.5 The Authorized Person, as defined under the Parks and Open Spaces Bylaw may designate and post precise locations and dates where Dogs are not permitted within an Open Space Area.

10.6 No Owner or person having the custody, care or control of a Dog shall allow the Dog to be within an Open Space Area in a designated "No Dogs Permitted" area.

10.7 The Authorized Person, as defined under the Parks and Open Spaces Bylaw, may grant permission for Dogs to be in an Open Space Area, while not restrained by a Leash, for the purpose of participating in a Dog show, competition or training class or any other special event for Dogs.

10.8 The provisions of this Bylaw apply, with all necessary modifications, to Dogs participating in a Dog show, competition or training class or other special event described in Section 10.7.

SECTION 11 UNATTENDED ANIMALS

11.1 The Owner of an Animal shall ensure that such Animal is not left unattended while Tethered or tied up on premises where the public has access, whether the right of access is express or implied.

11.2 The Owner of an Animal shall not allow the Animal when Tethered or tied up in a residential yard to get closer than 1.5 metres to the property line.
SECTION 12  LIVESTOCK

12.1 No person shall keep Livestock in any area of the City except where the keeping of Livestock is allowed under the Zoning Bylaw.

12.2 No person shall bring Livestock into an Open Space Area, with the exception of a horse on a designated equestrian trail.

SECTION 13  ANIMAL HEALTH

13.1 An Owner of an Animal which is suffering from an Infectious Physical Condition:
   a) shall not permit such Animal to be in any public place whether or not the Animal is then running At Large;
   b) shall not keep or maintain such Animal in contact with or in proximity to any other Animal; and
   c) shall keep the Animal at all times locked in a secure place.

13.2 No contravention of this section occurs by reason only of the fact that a person transports an Animal suffering from an Infectious Physical Condition to a place where the Animal may obtain veterinary treatment, and the provisions of this section do not apply to any person duly qualified and licensed to practice veterinary medicine within the City.

13.3 The Owner of a Dog or Cat shall ensure that the Dog or Cat has up to date rabies vaccinations.

13.4 On demand from an Animal Control Officer, the Owner of a Dog or Cat shall produce to the Animal Control Officer all veterinary records for the Dog or Cat.

SECTION 14  NUISANCE ANIMALS

14.1 An Animal Control Officer may, on having reasonable and probable grounds to believe an Animal that has been involved in incidents that have resulted in two or more Bylaw Offence convictions under this Bylaw, or has had two or more fines paid in relation to offences under this Bylaw, declare the Animal a Nuisance Animal and direct the Owner in writing in a form set out in Schedule “E” of this Bylaw, to take such actions as deemed necessary by the Animal Control Officer to ensure this Bylaw is not further contravened.

14.2 Within seven (7) days of receipt of a notification of an Animal Control Officers decision to declare an Animal a Nuisance Animal, the Owner may request in writing that the Manager of Bylaw Services review the declaration. The request for review must be accompanied by the fee for review as set out in the Fees and Charges Bylaw.
14.3 The Manager of Bylaw Services shall review the declaration proposed by the Animal Control Officer and either uphold the declaration or substitute it with the Manager of Bylaw Services' declaration.

14.4 Within fourteen (14) days of the declaration that an Animal is a Nuisance Animal, the Owner shall have a Microchip implanted in the Nuisance Animal at the expense of the Owner and all information related to the Microchip shall be provided to the Manager of Bylaw Services.

14.5 The Owner of a Nuisance Animal who fails to comply with the written direction of an Animal Control Officer or the Manager of Bylaw Services pursuant to Sections 14.1 or 14.3 is guilty of an offence.

14.6 The Owner of a Nuisance Animal may request in writing that the Manager of Bylaw Services review the status of the Nuisance Animal annually to determine if the written directions of an Animal Control Officer should be maintained, altered or removed. Any annual request for review must be accompanied with the fee set out in the Fees and Charges Bylaw.

14.7 If the Owner of a Nuisance Animal does not request the review in writing, the status of a Nuisance Animal and conditions related to how it is kept shall remain in place.

14.8 No Owner of Nuisance Dog shall keep or harbor a Nuisance Dog without a valid Nuisance Dog License.

14.9 Every Owner of a Nuisance Dog shall make application for a Nuisance Dog License immediately upon becoming the Owner or the dog being declared a Nuisance Dog, and on or before the first (1st) day of January in each calendar year, and pay the required fees as outlined in the Fees and Charges Bylaw.

14.10 Nuisance Dog Licenses may only be purchased and paid for at City Hall.

14.11 The Owner of a Nuisance Dog that attempts to purchase a license at any retail location is guilty of an offence.
SECTION 15 AGGRESSIVE DOGS

15.1 If an Animal Control Officer believes on reasonable and probable grounds that a Dog has:

a) bitten, aggressively harassed, or chased other Animals;

b) displayed Aggressive Behaviour towards a person or Animal;

c) bitten a person or other Animal, causing Minor Injury, whether on the property of the Owner or not; or

d) damaged or destroyed any property;

then the Animal Control Officer may declare the dog an Aggressive Dog.

15.2 If an Animal Control Officer declares the Dog an Aggressive Dog under the provisions of Section 15.1, the Animal Control Officer shall issue written notice in the form set out in Schedule “C” of this Bylaw, to the Owner of that Dog advising the Owner of the requirements of this Bylaw with respect to Aggressive Dogs and which deems that Dog to be an Aggressive Dog.

15.3 The Owner of any Dog that has been deemed an Aggressive Dog by written notice may within seven (7) calendar days of receipt of that written notice, request in writing that the Manager of Bylaw Services reconsider the decision. The request for reconsideration must be accompanied by:

a) payment of the fee for review as set out in the Fees and Charges Bylaw;

b) written reasons why the Owner of the Dog believes the Dog is not an Aggressive Dog; and

c) any written assessment of the Dog, completed and prepared by a Dog behaviour specialist within the last six (6) months.

15.4 If the written request for reconsideration is received by the Manager of Bylaw Services within the time specified in Section 15.3, the Manager of Bylaw Services may provide the Owner and any Animal Control Officer or complainant with an opportunity to make representations regarding the Aggressive Dog.

15.5 The Manager of Bylaw Services may confirm, reverse or amend the decision designating the Dog as an Aggressive Dog and may cancel or modify any restrictions, requirements or conditions imposed by an Animal Control Officer and impose any new or additional restrictions, requirements or conditions as he or she deems necessary or appropriate in the circumstances.
15.6 The Owner of an Aggressive Dog shall at all times ensure that the Aggressive Dog does not:

a) threaten or create the reasonable apprehension of a threat to a person or other Animal;

b) display any Aggressive Behaviour;

c) chase a person or other Animal;

d) bite a person or other Animal;

e) otherwise injure a person or other Animal; or

f) damage or destroy any property.

15.7 When an Aggressive Dog is on the Owner's Property, the Owner shall ensure that:

a) the Aggressive Dog is confined indoors, in a manner that shall not allow the Aggressive Dog to escape the residence or other indoor structure; or

b) the Aggressive Dog is confined outdoors in Controlled Confinement that shall not allow the Aggressive Dog within one (1) metre of the Owner's property line or within five (5) metres of a neighboring residence.

15.8 The Owner of an Aggressive Dog shall:

a) sterilize the Aggressive Dog;

b) within two (2) working days of being declared an Aggressive Dog have a Microchip implanted into the Aggressive Dog and provide the information related to the Microchip to the Manager of Bylaw Services;

c) within two (2) working days of selling or giving away the Aggressive Dog provide the Manager of Bylaw Services with name, address and telephone number of the new Owner of the Aggressive Dog;

d) advise the Manager of Bylaw Services within two (2) working days of the death of the Aggressive Dog and provide a veterinarian's certificate of death; and

e) advise the Manager of Bylaw Services immediately if the Aggressive Dog is At Large, or has bitten or attacked a person or Animal.
15.9 The Owner of an Aggressive Dog shall at all times ensure that when the Aggressive Dog is not on the Owner's Property the Aggressive Dog is:

a) Muzzled; and

b) secured on a Leash not longer than one (1) metre, held by a person at least nineteen (19) years of age, in a manner that prevents it from threatening, chasing, injuring or biting any person or other Animal and from damaging or destroying any property.

15.10 The Owner of an Aggressive Dog shall at all times ensure that the Aggressive Dog is not running At Large.

15.11 The Owner of an Aggressive Dog must complete the following requirements before the Aggressive Dog is released from an Animal Control Shelter to the Owner:

a) have a Microchip implanted in the Aggressive Dog at the expense of the Owner and all information related to the Microchip shall have been provided to the Manager of Bylaw Services;

b) have the Aggressive Dog sterilized and all information related to the sterilization shall have been provided to the Manager of Bylaw Services; and

c) sign and agree to the Application for Release of an Aggressive Dog in the form set out in Schedule “A” of this Bylaw.

15.12 No Owner of an Aggressive Dog shall keep or harbor an Aggressive Dog without a valid Aggressive Dog License.

15.13 Every Owner of an Aggressive Dog shall make application for an Aggressive Dog License immediately upon becoming the Owner or the Dog being declared an Aggressive Dog, and on or before the first (1st) day of January in each calendar year, and pay the required fees as outlined in the Fees and Charges Bylaw.

15.16 Aggressive Dog Licenses may only be paid at City Hall.

15.17 The Owner of an Aggressive Dog that attempts to purchase a license at any retail location is guilty of an offence.

SECTION 16 DANGEROUS DOGS

16.1 If a Dog meets the definition of a Dangerous Dog, an Animal Control Officer shall issue written notice in the form set out in Schedule “D” of this Bylaw to the Owner of that Dog advising the Owner of the requirements of this Bylaw with respect to Dangerous Dogs and which deems that Dog to be a Dangerous Dog.
16.2 The Owner of a Dangerous Dog shall at all times ensure that the Dangerous Dog does not:

a) threaten or create the reasonable apprehension of a threat to a person or other Animal;

b) display any Aggressive Behaviour;

c) chase a person or other Animal;

d) bite a person or other Animal;

e) otherwise injure a person or other Animal; or

f) damage or destroy any property.

16.3 When a Dangerous Dog is on the Owner’s Property, the Owner shall ensure that:

  c) the Dangerous Dog is confined indoors, in a manner that shall not allow the Dangerous Dog to escape the residence or other indoor structure; or

  d) the Dangerous Dog is confined outdoors in Controlled Confinement that shall not allow the Dangerous Dog within one (1) metre of the Owner’s property line or within five (5) metres of a neighboring residence.

16.4 The Owner of a Dangerous Dog must:

a) display a sign at each entrance to the parcel of land on which, and the building or structure in which, the Dangerous Dog is kept, that:

   i. contains the word “WARNING” measuring at least six (6) cm high and twenty (20) cm wide,

   ii. contains the phrase “DANGEROUS DOG ON PREMISES” measuring at two (2) cm high and twenty-five (25) cm wide,

   iii. contains a realistic picture, measuring at least fourteen (14) cm high and fourteen (14) cm wide, or other realistic illustration of the same size showing the head of a Dog with bared teeth,

   iv. is posted so that it cannot be easily removed, and

   v. is visible and capable of being read from the nearest sidewalk, street, or lane, if any;

b) sterilize the Dangerous Dog;

c) within two (2) working days of being declared a Dangerous Dog, have a Microchip implanted into the Dangerous Dog and provide the information related to the Microchip to the Manager of Bylaw Services;
d) within two (2) working days of selling or giving away the Dangerous Dog or Dangerous Dog provide the Manager of Bylaw Services with the name, address and telephone number of the new Owner;

e) advise the Manager of Bylaw Services within two (2) working days of the death of the Dangerous Dog and provide a veterinarian’s certificate of death; and

f) advise the Manager of Bylaw Services immediately if the Dangerous Dog is At Large, or has bitten or attacked a person or Animal.

16.5 The Owner of a Dangerous Dog shall at all times ensure that when the Dangerous Dog is not on the Owner’s Property the Dangerous Dog is:

a) Muzzled; and

b) secured on a Leash not longer than one (1) metre, held by a person at least nineteen (19) years of age, in a manner that prevents it from threatening, chasing, injuring or biting any person or other Animal and from damaging or destroying any property.

16.6 The Owner of a Dangerous Dog shall at all times ensure that the Dangerous Dog is not running At Large.

16.7 The Owner of a Dangerous Dog must complete the following requirements before the Dangerous Dog is released from an Animal Control Shelter to the Owner:

d) have a Microchip implanted in the Dangerous Dog at the expense of the Owner and all information related to the Microchip shall have been provided to the Manager of Bylaw Services;

e) have the Dangerous Dog sterilized and all information related to the sterilization shall have been provided to the Manager of Bylaw Services; and

f) sign and agree to the Application for Release of a Dangerous Dog in the form set out in Schedule “A” of this Bylaw.

16.8 The Owner of a Dangerous Dog shall within fourteen (14) days of the Dog being declared a Dangerous Dog, obtain, maintain and provide annually a copy of a liability insurance policy satisfactory to the Manager of Bylaw Services, specifically covering any damages for personal injury and property damage caused by the Dangerous Dog in an amount not less than two million dollars ($2,000,000.00) per occurrence.

16.9 No Owner of a Dangerous Dog shall keep or harbor a Dangerous Dog without a valid Dangerous Dog License.

16.10 Every Owner of a Dangerous Dog shall make application for a Dangerous Dog License immediately upon becoming the Owner or the Dog being declared a Dangerous Dog, and on or before the first (1st) day of January in each calendar year, and pay the required fees as outlined in the Fees and Charges Bylaw.

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16.11 Dangerous Dog Licenses may only be paid at City Hall.

16.12 The Owner of a Dangerous Dog that attempts to purchase a license at any retail location is guilty of an offence.

SECTION 17  CAT TRAPPING

17.1 The use of a humane trap on private property is allowed for the purpose of catching or apprehending a Cat that is At Large on private property, provided that:

   a) no person shall set a Cat trap outdoors if the temperature is below minus ten (10) degrees Celsius or forecast to be below minus ten (10) degrees Celsius in the next seventy-two (72) hour period;

   b) no person shall set a Cat trap in an area not shaded from the sun;

   c) no person shall set a Cat trap outdoors unless the trap is checked hourly and closed by 9:00 p.m. each night and rendered inoperable until 6:00 a.m. the following day; or

   d) no person shall set a Cat trap outdoors unless the person is residing and present at the property where the Cat trap is located.

17.2 No person shall taint Cat trap bait with any poisonous chemical or substance.

17.3 A person who sets a Cat trap outdoors must notify the Owners or occupants of the adjacent property on either side, behind and across the street if applicable, that the trap has been set out.

17.4 A person who traps a Cat shall forthwith turn the Cat over to an Animal Control Officer or take the Cat to the Animal Control Shelter.

SECTION 18  MISCELLANEOUS OFFENCES

18.1 No person shall do anything or omit to do anything where such act or omission has or may have the effect of teasing, tormenting or annoying an Animal.

18.2 The Owner of a female Animal shall at all times when the Animal is in heat keep it securely confined in a building or other enclosure.

18.3 No person may deface or remove a sign that is required or authorized to be posted pursuant to this Bylaw.
SECTION 19  IMPOUNDMENT AND MAINTENANCE OF ANIMALS

19.1 An Animal Control Officer may Seize and Impound at the Animal Control Shelter:

a) any Animal which is found to be At Large;

b) any Unlicensed Dog;

c) any Cat found without Identification;

d) any Animal that is, in the opinion of an Animal Control Officer, suffering unreasonably;

e) any Dog believed to be a Dangerous Dog; or

f) any Dog believed to be an Aggressive Dog.

19.2 The Animal Control Officer may, where necessary, employ the use of lures, baits, nets, traps, tranquilizer guns, sonic and mechanical devices or any other means of apprehending Animals.

19.3 If an Impounded Animal is known to have inflicted a bite on another Animal or person, it may be kept in isolation, and if it is determined that the Animal is suffering from rabies or any other incurable disease, the Animal Control Officer may immediately bring such Animal to a qualified veterinarian to be humanely destroyed:

a) except where the Animal Control Officer has made an application to the Provincial Court for an order that a Dangerous Dog be destroyed or has determined that a Aggressive Dog or Dangerous Dog suffers from rabies or other incurable disease and is to be destroyed, the Owner of an Aggressive Dog or Dangerous Dog Impounded pursuant to the provisions of Section 19.1 of this bylaw, may reclaim such Aggressive Dog or Dangerous Dog after the twenty one (21) day Impounding period, or at such earlier time as the Animal Control Officer may determine, on application to the Animal Control Officer and upon establishing proof of Ownership of the Aggressive Dog or Dangerous Dog, payment of the fees set out in the Fees and Charges Bylaw and delivery to the Animal Control Officer of an executed statement in the form prescribed by Schedule “A” attached to and forming part of this bylaw;

b) If the Aggressive Dog or Dangerous Dog which has been Impounded pursuant to the provisions of Section 19.1 of this bylaw is not reclaimed after the twenty-one (21) day Impounding period, or at such earlier time as the Animal Control Officer may, at any time thereafter, cause such Dangerous Dog to be destroyed; except that where the Owner of such Aggressive Dog or Dangerous Dog requests a further period of time in which to construct a Controlled Confinement for the Aggressive Dog or Dangerous Dog, the Animal Control Officer may extend the time limited to reclaim the Dangerous Dog for a period of not more than thirty (30) calendar days upon receiving payment in advance of all fees prescribed in the Fees and Charges Bylaw.
19.4 The Animal Shelter Supervisor shall keep every Impounded Animal in the Animal Control Shelter for a minimum of seventy-two (72) hours after Impoundment unless:

a) the Animal is reclaimed sooner by the rightful Owner; or

b) it is suffering from an incurable disease or severe injury that in the opinion of a veterinarian should be humanly euthanized.

19.5 Subject to the provisions of this bylaw, an Impounded Animal may be reclaimed by an Owner after:

a) providing satisfactory proof of Ownership;

b) providing proof of sterilization of the Animal where applicable;

c) paying the Impoundment and maintenance fees as set out in the Fees and Charges Bylaw, and;

d) paying, in addition to the Impoundment and maintenance fees, the required license fee for any Unlicensed Dog.

19.6 The sole cost and expense of an Impounded or detained Animal is the responsibility of the Owner, and must be paid in full before the Animal is released, if the City deems it necessary that the Animal:

a) requires any treatment deemed necessary by an Animal Control Officer or the Animal Shelter Supervisor;

b) requires an examination by a veterinarian;

c) requires urgent veterinary care to alleviate any pain or suffering as recommended by a veterinarian; or

d) is subject to, or appears to be, suffering that an Animal Control Officer considers cannot be otherwise reasonably addressed.

19.7 If any Impounded Animal remains unclaimed after the expiration of the minimum Impoundment period under this Bylaw, the City may have the Animal humanely euthanized, offered for sale, or transferred to another Animal shelter.

19.8 The Animal Shelter Supervisor must maintain records of the description of every Animal Impounded, the time and location of the seizure, the fees owing and manner of disposal.
19.9 No person shall:

a) break open or enter any kennel or enclosure, or in any manner directly or indirectly aid or assist in breaking open a kennel or enclosure within the Animal Control Shelter;

b) enter any kennel or enclosure without the Animal Shelter Supervisors permission; or

c) take or release any Impounded Animal without the Animal Shelter Supervisor’s permission and without paying all fees, charges and penalties associated with the impounded Animal.

19.10 A person shall not hinder, delay, or obstruct an Animal Control Officer or Animal Shelter Supervisor or other person lawfully engaged in Impounding an Animal or taking an Animal to the Animal Control Shelter for Impounding.

Section 20 RIGHT OF REFUSAL TO RELEASE FROM IMPOUNDMENT

20.1 Upon reasonable grounds, an Animal Control Officer or Animal Shelter Supervisor has the right to refuse to any person the release or adoption of any Animal for any of the following reasons:

a) to protect the safety of the public from the Animal;

b) to protect the safety of the Animal from the public;

c) to protect the health and welfare of the Animal from the individual;

d) if the person is under nineteen (19) years of age; or

e) for any reason, such that an Animal Control Officer or Animal Shelter Manager does not feel that the individual has the ability to responsibly care for the Animal.

20.2 An Owner whose Animal was refused release pursuant to Section 20.1 may request that the Manager of Bylaw Services reconsider the decision of the Animal Control Officer or Animal Shelter Supervisor to retain the Animal by notifying the Manager of Bylaw Services within three (3) calendar days of the date of the decision. Such a request must be in writing and must include the reasons why the Owner believes the decision should be reconsidered.

20.3 Upon receipt of a completed request pursuant to Section 20.2 the Bylaw Services Manager may:

a) if not already done so, give the Owner written reasons for the refusal to release the Animal; or

b) reconsider the refusal to release the Animal and may uphold or overturn the original decision.
20.4 If, within three (3) calendar days after the decision to retain was made or confirmed, an Animal that was refused release pursuant to Section 20.2 is not claimed by its Owner and the applicable requirements of Section 20.2 are not satisfied, the Animal shall be deemed to have been surrendered to the City and the Animal Shelter Supervisor may cause the Animal to be made available for adoption or otherwise disposed of, including by euthanasia.

SECTION 21 INSPECTION

21.1 An Animal Control Officer may enter upon any property in accordance with the Community Charter and this Bylaw.

SECTION 22 OFFENCES AND PENALTIES

22.1 Except for offences under Section 16 Dangerous Dogs, this Bylaw may be enforced by:

a) an Information laid in accordance with the Offence Act;

b) by Bylaw Notice in accordance with the “Local Government Bylaw Notice Enforcement Act”; or

c) a combination of the above noted methods in a) and b).

22.2 Offences under Section 16 Dangerous Dogs, may be enforced by:

a) an Information laid in accordance with the Offence Act;

b) means of a Municipal Ticket Information under the Community Charter; or

c) a combination of the above noted methods in a) and b).

21.2 With respect to enforcement further to a Bylaw Notice pursuant to the Local Government Bylaw Notice Enforcement Act, the fines outlined in the “City of Prince George Bylaw Notice Enforcement Bylaw No. 8813, 2016”, as amended or replaced from time to time, shall apply.

21.3 With respect to enforcement further to a Ticket pursuant to the Community Charter, the fines outlined in the “City of Prince George Ticket Information Utilization Bylaw No. 5422, 1990”, as amended or replaced from time to time, shall apply.

21.4 With respect to enforcement further to the Offence Act:

a) the maximum fine for all offences is Ten Thousand Dollars ($10,000.00);

b) the minimum fine for a contravention of Section 16 Dangerous Dog offences is a fine of Two Thousand Five Hundred Dollars ($2500.00); and
c) the minimum fine for any other offence is the fine outlined in Column A1 of Schedule "B" of the "City of Prince George Bylaw Notice of Enforcement Bylaw No. 8813, 2016", as amended or replaced from time to time.

21.5 Except as otherwise provided in this Bylaw, the "City of Prince George Ticket Information Utilization Bylaw No. 5422, 1990" or the "City of Prince George Bylaw Notice Enforcement Bylaw No. 8813, 2016", as amended or replaced from time to time, any person who violates any of the provisions of this Bylaw or who suffers, or permits any act or thing to be done in contravention of this Bylaw or who refuses, or omits or neglects to fulfill, observe, carryout or perform any duty or obligation imposed by this Bylaw shall be liable on summary conviction to fine not exceeding Ten Thousand Dollars ($10,000.00).

SECTION 22 SEVERABILITY

22.1 If a portion of this bylaw is held to be invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this Bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

SECTION 23 EFFECTIVE DATE

23.1 This Bylaw comes into force on January 1, 2018.

23.2 Upon the coming into force of this Bylaw, "Animal Control Bylaw No. 7771, 2005", and all amendments thereto, are hereby repealed.

SECTION 24 MISCELLANEOUS

24.1 The Mayor and Corporate Officer are hereby empowered to do all things necessary to give effect to this bylaw.
Bylaw No. 8898, 2017

READ A FIRST TIME THIS 6th DAY OF NOVEMBER, 2017.

READ A SECOND TIME THIS 6th DAY OF NOVEMBER, 2017.

READ A THIRD TIME THIS 6th DAY OF NOVEMBER, 2017.

All three readings passed by a UNANIMOUS decision of Members of City Council present and eligible to vote.

ADOPTED THIS 20th DAY OF NOVEMBER, 2017,
BY A UNANIMOUS DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.

[Signatures]

MAYOR

CORPORATE OFFICER
APPLICATION FOR RELEASE OF AN AGGRESSIVE/DANGEROUS DOG

1. I, ____________________________,
   (Name of Owner)
Of ____________________________,
   (Address of Owner)
in the City of Prince George, British Columbia, apply for the release of a
   ____________________________,
   (Colour, Breed, and Sex of Dog)

Which has been Impounded pursuant to the Community Charter SBC 2003, Chapter 26 or City of Prince George Responsible Animal Ownership Bylaw No. 8898, 2017.

2. I am the Owner of the above-described Dog.

3. I am aware that the Dog is a “Dangerous Dog” within the meaning prescribed by the Community Charter, and an Aggressive Dog within the meaning prescribed by the City of Prince George Responsible Animal Ownership Bylaw No. 8898, 2017 and I am aware of the responsibility and potential liability which rests with me in keeping or harbouring such Dog.

4. In consideration of the release of such Dog to me, I acknowledge, covenant, and agree with the City of Prince George that I:

   (a) have constructed on the premises where such Dog will be kept an “Controlled Confinement” within the meaning prescribed by City of Prince George Responsible Animal Ownership Bylaw No. 8898, 2017;

   (b) will, at all times when the said Dog is not effectively Muzzled, on a Leash and under the direct and continuous charge of a person who is at least nineteen (19) years of age to control the Dog, keep such Dog indoors or within a securely closed and locked Controlled Confinement;

   (c) will save harmless and indemnify the City of Prince George, its Animal Control Officers, and any of its officers, employees, agents, or elected or appointed officials from and against any and all actions, causes of action, proceedings, claims, demands, losses, damages, costs or expenses whatsoever and whomsoever brought in any way arising from or caused by the release of such Dog to me or in the keeping or harbouring of such Dog by me and, without limiting the generality of the foregoing, for any personal injury or death
inflicted on any other Animal or any person by such Dog or any damage to property caused by such Dog; and

(d) am aware that if such Dog is ever again found to be At Large or not confined as hereinbefore provided, the Dog may be seized and an application made to the Provincial Court for an order that the Dog be destroyed.

(e) in the case of a Dangerous Dog will provide to the Manager of Bylaw Services proof of liability insurance in the amount of not less than two million ($2,000,000) dollars for the period of the Dangerous Dog license, specifically covering any damages for personal injury and property damage caused by the Dangerous Dog.

(f) Have had a Microchip implanted in the Aggressive/Dangerous Dog and provided the Manager of Bylaw Services with documentation of that.

(g) Have sterilized the Aggressive/Dangerous Dog and provided the Manager of Bylaw Services with documentation of that.

(h) Have obtained an Aggressive Dog/Dangerous Dog License from the City of Prince George.

5. I submit the sum of $______________ in payment of all Impoundment and care fees payable by me pursuant to the City of Prince George Responsible Animal Ownership Bylaw No. 8898, 2017.

6. The Aggressive/Dangerous Dog has been photographed and the photo retained at Bylaw Services for identification purposes.

________________________
Signature of Owner

Dated this _____ day of ______________, 20__.

________________________
Signature of Animal Control Officer

Document Number: 444833
Schedule "B" – Bylaw No. 8898, 2017

INSPECTION REPORT AND APPROVAL OF CONTROLLED CONFINEMENT

DOG OWNER: ____________________________________________

ADDRESS: ____________________________________________

AGGRESSIVE DOG: _____________________________________

(License No., Colour, Breed, and Sex of Dog)

☐ Sides secured to top of structure.

☐ Bottom constructed from material that will not allow Aggressive Dog to dig out.

☐ Sides secured to bottom of structure.

☐ Dimensions at least 1.5 metres by 3.0 metres. Actual dimensions: __________

☐ Height of structure at least 1.5 metres. Actual height: __________

☐ Door or gate that is lockable.

☐ At least one (1) metre away from property line. Actual distance: _______

☐ At least five (5) metres away from a neighboring residence. Actual distance: _______

☐ Inspection Fee Paid. Inspection Fee Amount: __________

Dated this _____ day of __________, 20__

_________________________
Signature of Animal Control Officer
DECLARATION OF DOG BEING AN AGGRESSIVE DOG

(Insert Dog Owners Name)
(Insert Dog Owners Address)
Prince George, BC (Insert Postal Code)

Be advised that pursuant to Section 15.1 of the City of Prince George Responsible Animal Ownership Bylaw No. 8898, 2017, I (Animal Control Officers Name), an Animal Officer hereby declare a Dog owned by you, specifically a (insert breed) named (insert Dog name) with City of Prince George Dog License # (insert license #), an Aggressive Dog.

You are hereby required to immediately at your own expense, have a Microchip implanted in the aforementioned Dog, have the aforementioned Dog sterilized, and provide the information on the Microchip and sterilization to the Manager of Bylaw Services and pay an annual Aggressive Dog License fee set out in Schedule “C”, Section “C-1” of City of Prince George Comprehensive Fees and Charges Bylaw No. 7557, 2004,

Further you are also required to fully and completely adhere to all portions of Section 15 of Prince George Responsible Animal Ownership Bylaw No. 8898, 2017, a copy of which is attached.

You have seven (7) days to appeal this declaration in writing to the Manager of Bylaw Services. You must submit the fee for review of the declaration set out in Schedule “C”, Section “C-1” of City of Prince George Comprehensive Fees and Charges Bylaw No. 7557, 2004, identify your reasons for requesting the appeal and attach any written assessment of the Dog, completed and prepared by a Dog behaviour specialist within the last six (6) months.

Dated this _____ day of ____________, 20__.

__________________________
Signature of Animal Control Officer

cc. Manager of Bylaw Services.
DECLARATION OF DOG BEING A DANGEROUS DOG

(Insert Dog Owners Name)
(Insert Dog Owners Address)
Prince George, BC (Insert Postal Code)

Be advised that pursuant to the Community Charter, SBC 2003, Chapter 26, as amended from time to time, I (Animal Control Officers Name), an Animal Officer hereby declare a Dog owned by you, specifically a (insert breed) named (insert Dog name) with City of Prince George Dog License # (insert license #), a Dangerous Dog.

You are hereby required to immediately at your own expense, have a Microchip implanted in the aforementioned Dog, have the aforementioned Dog sterilized, and provide the information on the Microchip and sterilization to the Manager of Bylaw Services and pay an annual Dangerous Dog License fee set out in Schedule “C”, Section “C-1” of City of Prince George Comprehensive Fees and Charges Bylaw No. 7557, 2004.

Within the next fourteen (14) days, you must also obtain and maintain liability insurance satisfactory to the Manager of Bylaw Services, specifically covering any damages for personal injury and property damage caused by the Dangerous Dog in an amount not less than two million dollars ($2,000,000.00) per occurrence.

Further you are also required to fully and completely adhere to all portions of Section 16 of Prince George Responsible Animal Ownership Bylaw No. 8898, 2017, a copy of which is attached.

Dated this _____ day of _______________, 20__.

__________________________________________
Signature of Animal Control Officer

cc. Manager of Bylaw Services.
Declaring an Animal as a Nuisance Animal

(Insert Animal Owners Name)
(Insert Animal Owners Address)
Prince George, BC (Insert Postal Code)

Be advised that pursuant to 14.1 of City of Prince George Responsible Animal Ownership Bylaw No. 8898, 2017, I (Animal Control Officers Name), an Animal Officer hereby declare an Animal owned by you, specifically a (insert breed) named (insert animal name) with City of Prince George Dog License # (insert license #), a Nuisance Animal.

You are hereby required to immediately comply with the following conditions related to the above mentioned Animal:

(Insert conditions as deemed necessary)

Within the next fourteen (14) days, you must have a Microchip implanted in the Animal at your own expense and provide the information related to the Microchip to the Manager of Bylaw Services.

Failure to comply with this declaration is an offence that will result in a fine of Two Hundred Fifty dollars ($250.00), in addition to the fine for any other offence that may have been committed.

You have seven (7) days to appeal this declaration in writing to the Manager of Bylaw Services. You must submit payment of fee to review the declaration set out in Schedule “C”, Section “C-1” of City of Prince George Comprehensive Fees and Charges Bylaw No. 7557, 2004, and identify your reasons for requesting the appeal.

Further to your right to appeal this declaration, you may in writing ask for the status of the Nuisance Animal be reviewed by the Manager of Bylaw Services once per year after the date of this declaration.

Dated this ____ day of ______________, 20__.  

__________________________
Signature of Animal Control Officer

cc. Manager of Bylaw Services.

Document Number: 444833