

CITY OF SURREY

BYLAW NO. 19105

Surrey Animal Responsibility Bylaw, 2017, No. 19105

A Bylaw to regulate the keeping of dogs and other animals within the City and to provide for fixing, imposing and collecting licence fees from and the issuance of licences to a person who owns, possesses, harbours, or who has charge of a dog.

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As amended by By-law No. 19420, 12/18/17; 19710, 12/19/18; 19976, 12/16/19; 20215, 12/21/20; 20501, 12/24/21; 20868, 04/17/23; 21222, 05/06/24

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WHEREAS it is deemed expedient to regulate the keeping of dogs and other animals within the City of Surrey and to provide for the fixing, imposing and collecting of licence fees from and the issuance of licences to a person who owns, possesses, harbours or who has charge of a dog;

NOW THEREFORE the Council of the City of Surrey, pursuant to the powers vested in it by Part 2, Division 1 and Part 3, Division 6 of the *Community Charter* S.B.C. 2003 c. 26, as amended, ENACTS AS FOLLOWS:

**Title**

1. This Bylaw may be cited for all purposes as the "Surrey Animal Responsibility Bylaw, 2017, No. 19105"

## Definitions

2. 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 that:

- (a) Has without justifiable provocation displayed Aggressive Behaviour toward a person or Animal; or
- (b) Has without justifiable provocation caused a Minor Injury to a person or Animal;

**"Animal"** means any Animal excluding humans and wildlife;

**"Animal Control Officer"** means any person appointed by council as an Animal Control Officer or Bylaw Enforcement Officer, and includes a peace officer;

**"Animal Shelter Manager"** means any person appointed by the City as the Animal Shelter Manager or his or her authorized representative;

**"Attack"** means a sustained assault on a person or Animal;

**"Bylaw Manager"** means the manager of the Bylaw Enforcement and Licensing Services Division for the City, or designate;

**"Companion Animal"** means an Animal kept for companionship to a person rather than utility, profit or burden and which is lawfully kept upon residential property;

**"Choke Collar"** means a slip collar or chain that may constrict around the Animal's neck as a result of pulling on one end of the collar or chain, and includes pinch or prong collars but does not include a martingale collar;

"City" means the City of Surrey;

"Council" or "City Council" means the municipal council of the City of Surrey;

"Dangerous Dog" means a Dog that:

- (a) has killed or Seriously Injured a person;
- (b) has killed or Seriously Injured an Animal, while in a Public Place or while on private property, other than property owned or occupied by the person responsible for the Dog;
- (c) has previously been deemed a Vicious Dog and has since Attacked or caused injury to a person or Animal after being deemed a Vicious Dog; or
- (d) as defined in the *Community Charter S.B.C. 2003 c. 26*, as amended;

"Dog" means an Animal of the canine species, irrespective of sex or age;

"Enclosure" means a fence or structure at least 2 metres in height and 2 metres in width, forming or causing an Enclosure suitable to prevent unauthorized entry and suitable to confine a Dog in conjunction with other measures taken by the Owner. The Enclosure must be securely enclosed and locked and designed with secure sides, top and bottom and must be designed to prevent the Animal from escaping;

"Identification" means

- (a) a collar or tag worn by an Animal which includes the name, current address and contact information of the Owner;
- (b) a traceable tattoo;
- (c) a traceable microchip; or
- (d) a valid license tag issued by a local government in British Columbia;

**"Impounded"** means Seized, delivered, received, or taken into the custody of the City or in the custody of the Animal Shelter Manager;

**"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;

**"Guide Dog"** means

- (a) a Guide Dog as defined in the Guide Dog And Service Dog Act S.B.C. 2015, c.17, as amended; or
- (b) a Dog designated as a Guide Dog pursuant to Section 14 of this Bylaw;

**"Leash"** means a rope, chain, cord, or leather strip no longer than 2 metres, attached to the collar or harness of a Dog, capable of controlling and restraining the activity of the Dog;

**"License Year"** means the period from January 1 to December 31 in any year;

**"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"** in reference to a Dog means a humane basket style fastening or covering device that is strong enough and well-fitted enough to prevent the Dog from biting, without interfering with the breathing, panting or vision of the Dog or with the Dog's ability to drink;

**"Neuter"** means the sterilization of a male Animal by removing the testicles or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association;

**"Owner"** includes a person owning, possessing, harbouring or having charge of an Animal or permitting an Animal to remain about the persons' house or premises or to whom a licence for an Animal has been issued pursuant to this Bylaw and where the Owner is a minor, the person who is the legal guardian or has custody of the minor;

"**Park**" means "Park" as defined in the "Surrey Parks, Recreation and Cultural Facilities Regulation By-law, 1998, No. 13480", as amended.

"**Parks Manager**" means "General Manager" as defined in the "Surrey Parks, Recreation and Cultural Facilities Regulation By-law, 1998, No. 13480", as amended.

"**Permanent Identification**" means identification for an Animal in the form of a traceable tattoo or a microchip that contains the current contact information of the Owner;

"**Police Service Dog**" means any Dog owned by the Royal Canadian Mounted Police or any municipal police department while on duty, including while engaged in training exercises and under the supervision of a member of the Royal Canadian Mounted Police or any municipal police department;

"**Public Place**" includes any highway, sidewalk, boulevard, public space, Park or any real property owned, held, operated or managed by the City;

"**Run at Large**" means:

- (a) an Animal located elsewhere than on the premises of the person owning or having the custody, care or control of the Animal that is not under the immediate charge and control of a responsible and competent person;
- (b) an Animal located upon a highway or other Public Place, including a school ground, Park or public beach, that is not secured on a Leash to a responsible and competent person; or
- (c) a Vicious Dog or Dangerous Dog that is on the premises of the Owner that is not contained in an Enclosure or securely confined within a dwelling;

and "**Running at Large**" has a corresponding meaning;

"**Seize**" includes impound and detain;

**"Serious Injury"** means 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:

- (a) a Service Dog as defined in the Guide Dog And Service Dog Act S.B.C. 2015, c.17, as amended; or
- (b) a Dog designated as a Service Dog pursuant to Section 14 of this Bylaw;

**"Spay"** means the sterilization of a female Animal by removing the ovaries or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association;

**"Unlicensed Dog"** means any Dog over the age of three (3) months that is not licensed by the City or is not wearing a valid and subsisting licence tag issued by a local government within British Columbia;

**"Vicious Dog"** means a Dog that:

- (a) has without justifiable provocation caused a Serious Injury to a person or Animal; or
- (b) has a known propensity, tendency or disposition to Attack without justifiable provocation; or
- (c) has on more than one occasion caused a Minor Injury to a person or Animal; or
- (d) has while Running at Large, aggressively pursued or harassed a person without justifiable provocation or has a demonstrated a propensity, tendency or disposition to do so as deemed by an Animal Control Officer or Animal Shelter Manager.

### **Possession of Animals**

3. No person shall keep or allow to be kept on any real property more than six (6) Companion Animals, consisting of not more than three (3) Dogs over the age of eight (8) weeks and not more than five (5) cats over the age of twelve (12) weeks.

### **Prohibited Animals:**

4. Except as provided in Section 5 of this Bylaw, no person shall:
  - (a) breed;
  - (b) possess;
  - (c) exhibit for entertainment or educational purposes; or
  - (d) display in public;either on a temporary basis or permanent basis, any prohibited Animal outlined in Schedule "A" to this Bylaw.
  
5. Section 4 does not apply to:
  - (a) the premises of a City facility used for keeping Impounded Animals;
  - (b) the premises of any police department;
  - (c) premises operated by The British Columbia Society for the Prevention of Cruelty to Animals;
  - (d) the premises of a veterinarian licensed by the College of Veterinarians of BC, providing the veterinarian is providing temporary care for a prohibited Animal;
  - (e) premises that keep prohibited Animals for which a valid permit is in place pursuant to the Wildlife Act, RSBC 1996, c. 488; or
  - (f) premises that keep Animals for educational and research purposes, which are accredited by the Canadian Council for Animal Care.

### **Exemption for Police Service Dogs**

6. This Bylaw does not apply to a Police Service Dog while under active duty.

## **Dog Licences**

7. No person shall own, keep, possess or harbour any Dog over the age of three (3) months in the City unless a valid and subsisting licence for the current calendar year has been obtained for the Dog under this Bylaw.
8. If a Dog is required to be licensed pursuant to this Bylaw, the Owner of the Dog shall apply to the City for a licence by the prescribed process set out by the Bylaw Manager and pay the fee set out in Schedule "B" to this Bylaw, and upon receipt of the application and payment of the prescribed fee, the City may issue a numbered Dog licence and corresponding numbered licence tag for that Licence Year.
9. An Owner shall immediately notify the Bylaw Manager of any change with respect to any information provided in an application for a licence under this Bylaw.
10. No person shall give false information when applying for a licence pursuant to this Bylaw.
11. Every licence and corresponding licence tag issued under this Bylaw shall expire on the 31st day of December in the calendar year in which the licence was issued.
12. The licence fees set out in Schedule "B" to this Bylaw shall be reduced by one-half in respect of an application for a licence made on or after August 31st.
13. The Owner of a Dog for which a licence and corresponding licence tag have been issued under this Bylaw shall affix, and keep affixed, the licence tag on the Dog by a collar, harness, or other suitable device, unless the Dog is validly licenced by another local government in British Columbia and is wearing valid Identification.
14. The Owner of a Guide Dog or Service Dog is exempt from the licensing fees in Schedule "B" to this Bylaw.

15. The Owner of a Dog may apply to an Animal Control Officer or authorized representative, in a form acceptable to the Animal Control Officer or Animal Shelter Manager, to have that Dog designated as a Guide Dog or Service Dog for the purposes of this Bylaw and, upon receiving and reviewing an application under this section, the Animal Control Officer or Animal Shelter Manager may at his or her discretion, acting reasonably:
  - (a) reject the application; or
  - (b) approve the application and designate that Animal as a Guide Dog or Service Dog.
16. The Owner of a Dog for which a licence and corresponding licence tag have been issued under this Bylaw may obtain a replacement licence tag upon satisfying the City that the original licence tag has been lost or stolen and upon payment of the replacement licence fee set out in Schedule "B" to this Bylaw.
17. Where this Bylaw provides for a reduced licence fee for a Dog that is Neutered or Spayed, the application shall be accompanied by a certificate signed by a qualified veterinarian indicating that the Dog has been Neutered or Spayed.

### **Aggressive Dogs**

18. Where a Dog meets the definition of an Aggressive Dog, an Animal Control Officer may issue a written notice 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.
19. Every Owner of an Aggressive Dog shall:
  - (a) secure the Dog by a collar and Leash that is a maximum length of one (1) metre when not on the Owner's property;
  - (b) ensure that the Dog is not Running at Large within the City at any time;
  - (c) keep the Dog Muzzled when in a designated off-leash area; and

- (d) within thirty (30) calendar days of receiving notice that their Dog is an Aggressive Dog, ensure the Dog has Permanent Identification and provide the Permanent Identification information to the City.
20. An Owner, following a period of at least one year from the date stated on the written notice deeming their Dog an Aggressive Dog, may apply to the City for relief from the requirements of Section 19 provided that:
- (a) the City has received no further complaints in regard to that Dog's Aggressive Behaviour; and
  - (b) proof and documentation is provided that the Owner and the Dog have successfully completed a course deemed acceptable to an Animal Control Officer acting reasonably to address the Dog's Aggressive Behaviour.
21. If a Dog displays Aggressive behavior again after relief has been granted pursuant to Section 20, the requirements of Section 19 shall apply in perpetuity.

### **Vicious Dogs**

22. Where a Dog meets the definition of a Vicious Dog, an Animal Control Officer may issue written notice to the Owner of that Dog advising the Owner of the requirements of this Bylaw with respect to Vicious Dogs and which deems that Dog to be a Vicious Dog.
23. Every Owner of a Vicious Dog shall:
- (a) secure the Dog by a collar and Leash that is a maximum length of one (1) metre when not on the Owner's property;
  - (b) ensure that the Dog is not Running at Large within the City at any time;
  - (c) ensure that the Dog is not in a designated off-leash area in the City at any time;
  - (d) keep the Dog effectively Muzzled to prevent it from biting another Animal or human when not on the Owner's property;

- (e) 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;
- (f) at all times while the Vicious Dog is on the person's premises, keep the Vicious Dog securely confined indoors or confined outdoors in an Enclosure;
- (g) within thirty (30) calendar days of receiving notice that their Dog is a Vicious Dog ensure the Dog has Permanent Identification and provide the Permanent Identification information to the City.

### **Dangerous Dogs**

- 24. Where a Dog meets the definition of a Dangerous Dog, an Animal Control Officer may issue written notice 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.
- 25. The Owner of any Dog that has been deemed a Dangerous Dog by written notice, may within fourteen (14) calendar days of issuance of that written notice, request in writing that the Bylaw Manager reconsider the decision. The request for reconsideration must be accompanied by:
  - (a) written reasons why the Owner of the Dog believes the Dog is not a Dangerous Dog; and
  - (b) a written assessment of the Dog, prepared by a Dog behaviour specialist within the last six (6) months.
- 26. If the written request for reconsideration referenced is received by the City within the time specified in Section 25, the Bylaw Manager may provide the Owner and any complainant with an opportunity to make representations regarding the Dangerous Dog. The Bylaw Manager may confirm, reverse or amend the decision designating the Dog as a Dangerous 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.

27. No person shall own or keep any Dangerous Dog unless this Dog is licensed as a Dangerous Dog with the City by an Owner who is over nineteen (19) years of age, who has paid the applicable fee indicated in Schedule "B", and who keeps the Dog in compliance with Sections 29 and 30.
28. In order to obtain a licence for a Dangerous Dog, an Owner of a Dangerous Dog shall supply the following documentation to the City:
  - (a) completion of the Dog license application;
  - (b) written confirmation from a licensed veterinarian that this Dog has been Neutered or Spayed;
  - (c) written confirmation from an Animal trainer approved by the City that the services of such trainer have been retained for the purpose of providing behavioural remediation to this Dog;
  - (d) written confirmation that the Owner has obtained a policy of liability insurance specifically covering any damages for injuries caused by this Dog in an amount not less than five hundred thousand dollars, and covering the twelve month period during which licensing is sought;
  - (e) written confirmation that the Dog has Permanent Identification with the Permanent Identification information outlined on the application; and
  - (f) payment of the Dangerous Dog license fee as outlined in Schedule "B".
29. Every Owner of a Dangerous Dog shall:
  - (a) secure the Dog by a collar and Leash that is a maximum length of one (1) metre when not on the Owner's property;
  - (b) ensure that the Dog is not Running at Large within the City at any time;
  - (c) ensure that the Dog is not in a designated off-leash area in the City at any time;

- (d) keep the Dog effectively Muzzled to prevent it from biting another Animal or human when not on the Owner's property;
  - (e) 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 Dangerous Dog on the premises;
  - (f) at all times while the Dog is on the person's premises, keep the Dog securely confined indoors or confined outdoors in an Enclosure;
  - (g) within thirty (30) calendar days of receiving notice that their Dog is a Dangerous Dog, ensure the Dog has Permanent Identification and provide the Permanent Identification information to the Animal Control Officer; and
  - (h) have the Dangerous Dog photographed and the photo retained at the Animal shelter for Identification purposes.
30. The Owner of a Dangerous Dog shall promptly notify the City's Bylaw Manager if:
- (a) the Dog is found to be Running at Large; or
  - (b) the Dog's place of residence changes, is given away or dies.
31. If the Owner of a Dangerous Dog is unwilling or unable to comply with the requirements of Sections 28 through 30, this Dog may be Seized and Impounded for a fourteen (14) day holding period, after which the Dog may be euthanized.
32. The Owner of a Dangerous Dog may, within fourteen (14) calendar days of Impoundment, request the release of a Dangerous Dog by submitting to the Animal Shelter Manager a letter providing proof of his or her actions of remediation to the contraventions of this Bylaw, as outlined in Sections 28 and 29.

## **Guard Dogs**

33. Every Owner of a Guard Dog shall prevent the Guard Dog from leaving the property of the Owner by ensuring:
- (a) the Guard Dog is confined within the premises and these premises are reasonably secure against unauthorized entry;
  - (b) the premises are completely enclosed by means of a two (2) metre fence constructed in accordance with City bylaws and any gates in such fence are reasonably secured against unauthorized entry;
  - (c) the Guard Dog is securely confined in an area within the premises that is adequate to ensure that the Guard Dog cannot escape;
  - (d) post warning signs advising of the presence of a Guard Dog on the premises, with lettering clearly visible from the lesser of the curb line of the property and 15 (fifteen) metres from the premises, and posted at each driveway or entranceway to the property and at all exterior doors of the premises; and
  - (e) before bringing the Guard Dog onto the premises under control of the Owner, notify the Animal Shelter Manager, the Fire Department, the Bylaw Enforcement and Licensing Services Division, and the police 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 licence number of the Guard 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.

## **Animal Responsibility Regulations and Prohibitions**

34. No Owner shall keep or harbour any Animal which by its howling, barking, or cries unduly disturbs the peace, quiet, rest or tranquility of persons in the surrounding neighbourhood or the public at large.
35. 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.

- 35.1 The Parks Manager may designate and post precise locations and dates where Dogs are not permitted within a Park. No Owner or person having the custody, care or control of a Dog shall allow the Dog to be within a park in a designated "no dogs permitted" area.
36. No Owner shall permit or allow an Animal to:
- (a) bite, aggressively harass, 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; or
  - (d) cause Serious Injury or death to a person or animal.
37. When in a designated off-leash area, every Owner of a Dog, may allow their Dog to be off-leash provided that the Owner:
- (a) carry a Leash;
  - (b) keep the Dog in view at all times;
  - (c) keep the Dog under control;
  - (d) immediately remove feces and dispose appropriately; and
  - (e) immediately Leash the Dog if it displays any Aggressive Behaviour.
38. Every Owner of an intact female Dog shall, at all times when the Dog is in heat, keep the Dog securely confined within a building or an Enclosure.
39. Every Owner shall, at all times when his or her Animal is off the premises of the Owner, immediately remove or cause to be removed any feces deposited by the Animal and dispose of the feces in a sanitary manner.
40. Every Owner of a diseased Animal must, where the disease poses a threat to the health or safety of a person or Animal, ensure that the diseased Animal does not leave the property or premises of the Owner other than for the purpose of a visit to a veterinarian, in which case

the Animal must be transported in a manner so as to ensure that it does not come into contact with another person or Animal.

41. A person who finds and takes possession of an Animal in the City shall immediately provide the Animal Shelter Manager with:
  - (a) a description and photograph of the Animal where possible; and
  - (b) if the Animal is wearing Identification, the information contained on the Identification.

### **Care of Animals**

42. No Owner shall keep any Animal in the City unless the Animal is provided with:
  - (a) clean potable drinking water and food in sufficient quantity and of a recognized nutritional quality to allow for the Animal's normal growth and the maintenance of the Animal's normal body weight;
  - (b) food and water receptacles which are clean;
  - (c) the opportunity for regular exercise sufficient to maintain the Animal's good health, including daily opportunities to be free of an Enclosure and exercised under appropriate control; and
  - (d) necessary veterinary care when the Animal exhibits signs of pain, injury, illness, suffering, or disease.
  
43. No Owner shall keep any Animal outside unless the Animal is provided with outside shelter:
  - (a) which ensures protection from heat, cold and wet that is appropriate to the Animal's weight and type of coat;
  - (b) which provides sufficient space to allow any Animal the ability to turn about freely and to easily stand, sit and lie in a normal position; at least two (2) times the length of the Animal in all directions, and at least as high as the Animal's height measured from

the floor to the highest point of the Animal when standing in a normal position plus 10%;

- (c) which provides sufficient shade to protect the Animal from the direct rays of the sun at all times;
  - (d) which contains bedding that will assist with maintaining normal body temperature; and
  - (e) which is regularly cleaned and sanitized and all excreta removed and properly disposed of at least once a day.
44. No Owner shall cause, permit, or allow a Dog:
- (a) to be hitched, tied, or fastened to a fixed object in such a way that the Dog is able to leave the boundaries of the Owners property;
  - (b) to be hitched, tied, or fastened to a fixed object where a Choke Collar forms part of the securing apparatus, or where a rope or cord is tied directly around the Dog's neck; or be tethered other than with a collar that is properly fitted to that Dog and attached in a manner that will not injure the Dog or enable the Dog to injure itself by pulling on the tether;
  - (c) to be hitched, tied, or fastened to a fixed object except with a tether of sufficient length to enable the full and unrestricted movement of the Dog;
  - (d) to be hitched, tied, or fastened to a fixed object unattended at any time; or
  - (e) to be hitched, tied, or fastened to a fixed object for longer than four (4) hours within a 24 hour period.
45. No Owner of any Dog shall keep a Dog in an Enclosure unless all of the following requirements are met:
- (a) the dimensions of the Enclosure must be in accordance with the requirements set out in this Bylaw;
  - (b) the location of the Enclosure shall be within a rear yard and shall meet the requirements for an accessory structure contained within the "Surrey Zoning By-law, 1993, No. 12000", as amended;

- (c) the Enclosure shall include an outside shelter that conforms to Section 43 of this Bylaw;
  - (d) the Enclosure must be regularly cleaned and sanitized and all excreta removed at least once a day; and
  - (e) the Owner of any Dog shall ensure that such Dog is not confined to an Enclosure in excess of ten (10) hours within any twenty four (24) hour period.
46. No Owner shall keep an Animal confined in an Enclosure, or an enclosed space including, but not limited to a motor vehicle, without sufficient ventilation to prevent the Animal from suffering discomfort or heat related injury. Such enclosed space or vehicle (if stationary) shall be in an area providing sufficient shade to protect the Animal from direct rays of sun at all times.
47. No Owner may transport an Animal in a vehicle outside of the passenger compartment or in an uncovered passenger compartment unless it is adequately confined to a pen or 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.
48. Notwithstanding any other provision of this Bylaw, no person shall:
- a. abandon any Animal;
  - b. tease, torment, or provoke an Animal;
  - c. cause, permit or allow an Animal to suffer; or
  - d. train or allow any Animal to fight.

#### **Abilities of an Animal Control Officer**

49. An Animal Control Officer may Seize:
- (a) any Unlicensed Dog; or
  - (b) any Animal found to be Running at Large contrary to this Bylaw.

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

### **Obstruction**

51. No person shall hinder, delay, or obstruct in any manner, directly or indirectly, an Animal Control Officer in carrying out the duties and powers of an Animal Control Officer under this Bylaw.
52. Every occupier of premises where any Animal is kept or found and every person where encountered, having at that time the apparent custody of an Animal, shall immediately, upon demand made by an Animal Control Officer or a peace officer, truthfully and fully supply the following information:
  - (a) his or her name;
  - (b) the number of Animals owned or kept by him or her, their breed, sex, and general description;
  - (c) the place where such Animals are kept; and
  - (d) whether the Animals are currently licensed or registered.

### **Standard of Care**

53. Any Animal Impounded may be provided with the basic Animal care provisions described in this Bylaw and with the requirements set out in A Code of Practice for Canadian Kennel Operations (Canadian Veterinary Medical Association, 2007).
54. The Animal Shelter Manager may ensure that all Animals Seized under this Bylaw receive sufficient food, water, shelter, and, if necessary, reasonable veterinary attention, and that the Animals are not mistreated during Seizure and Impoundment.

55. During the Impoundment period, the Animal Shelter Manager may:
- (a) provide such veterinary care for an injured or ill Impounded Animal as may be necessary to sustain its life; and
  - (b) be entitled to recover from the Owner, the cost of veterinary care provided while the Animal was Impounded, in addition to any other fees due to the City for the redemption of the Animal.
56. If an Animal Shelter Manager considers that an Impounded Animal requires:
- (a) a vaccination;
  - (b) flea treatment;
  - (c) worm treatment;
  - (d) examination by a veterinarian; or
  - (e) urgent veterinary care to alleviate any pain or suffering as recommended by a veterinarian, then the Animal Shelter Manager may cause such care to be provided at the sole cost and expense of the Animal's Owner.
57. The Animal Shelter Manager shall be entitled to demand and receive the daily boarding fees found in Schedule "C", over and above all other charges.
58. During the Impoundment period, the Animal Shelter Manager may euthanize any Animal deemed to be seriously ill or injured for humane reasons.

### **Retention of Animal**

59. The Animal Shelter Manager may retain the Animal for a period of not less than ninety six (96) hours.
60. Where an Animal is Seized pursuant to this Bylaw, the Animal Shelter Manager may screen for Identification.

## **Redemption and Costs**

61. An Owner of an Animal Seized under this Bylaw, or any person authorized in writing on the Owner's behalf, may redeem the Animal at any time prior to its adoption, euthanasia, or disposal under this Bylaw upon:
- (a) delivery to the Animal Shelter Manager of evidence satisfactory to the Animal Shelter Manager of Ownership of the Animal;
  - (b) payment of the Impoundment and maintenance fees, costs, and charges incurred in respect of the Seizure and boarding of the Animal as set out in Schedule "C" to this Bylaw;
  - (c) the payment for the actual costs incurred for the veterinary care of the Animal; and
  - (d) licensing or registration of the Animal with the City and payment of the current requisite licence or registration fee if the Animal is required to be licensed or registered pursuant to this Bylaw and is not licensed or registered.

## **Failure to Redeem**

62. After an Animal has been Impounded for longer than ninety six (96) hours, the Animal Shelter Manager may direct that the Animal:
- (a) be offered to the general public for adoption;
  - (b) be placed with any person or organization deemed acceptable by the Animal Shelter Manager; or
  - (c) be euthanized.

63. The Animal Shelter Manager may, pursuant to this Bylaw, put up for adoption any Animal Impounded under the following conditions:
- (a) no dog, cat or rabbit shall be adopted unless it is reproductively sterile and it is vaccinated; and
  - (b) no dog, cat or rabbit shall be adopted unless it has an acceptable form of Permanent Identification.
64. Where the Owner of an Animal has been determined and all reasonable efforts to contact such Owner have been made, but the Owner does not claim the Animal, the Owner shall be responsible for payment of the fees described in Schedule "C" to the City.
65. No person shall take or release any Animal from the Animal shelter without the consent of the Animal Shelter Manager.
66. The Animal Shelter Manager may accept an Animal from the Owner of such Animal for the purpose of having the Animal euthanized or otherwise disposed of upon payment of the required fee listed in Schedule "C".
67. The Owner of any dead Companion Animal may request the service of an Animal Control Officer to pick up and dispose of the dead Companion Animal. Upon receipt of the cremation and pick up fee specified in Schedule "C", the Animal Control Officer may pick up and dispose of the dead Companion Animal.

#### **Right of Refusal to Release from Impoundment**

68. Upon reasonable grounds, the Animal Shelter Manager 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 the Animal Shelter Manager does not feel that the individual has the ability to responsibly care for the Animal.
69. An Owner whose Animal was refused release pursuant to Section 68 may request that the Animal Shelter Manager reconsider the decision to retain the Animal by notifying the Animal Shelter Manager within fourteen (14) 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.
70. Upon receipt of a completed request the Animal Shelter Manager may:
- (a) if he or she has not already done so, give the Owner written reasons for the refusal to release the Animal; and
  - (b) reconsider the refusal to release the Animal and may uphold or overturn the original decision.
71. If, within fourteen (14) calendar days after the decision to retain was made or confirmed, an Animal that was refused release pursuant to Section 68 is not claimed by its Owner and the applicable requirements of Section 68 are not satisfied, the Animal shall be deemed to have been surrendered to the City and the Animal Shelter Manager may cause the Animal to be made available for adoption or otherwise disposed of, including by euthanasia.

### **Offences and Penalties**

72. Any written notice issued by the City as provided for in this Bylaw shall be considered effective fourteen (14) calendar days after the written notice was sent by the City via regular mail.
73. 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 the Bylaw shall be guilty of an offence under this Bylaw and shall be liable on summary conviction to a penalty of not less than fifty dollars

(\$50.00) and not more than two thousand dollars (\$2,000.00) or to imprisonment for not more than six months or to both. If the offence is a continuing one, each day that the offence is continued shall constitute a separate offence. Nothing in this section shall restrict the City's ability to enforce this Bylaw in any other manner permitted by law.

### **Severability**

74. If any section or lesser portion of this Bylaw is held to be invalid by a Court, such invalidity shall not affect the remaining portions of the Bylaw.

### **Repeal**

75. The "Surrey Dog Responsibility By-law, 1999, No. 13880" and all amendments thereto are hereby repealed.

76. The "Surrey Pound By-law, 1958, No. 1669" and all amendments thereto are hereby repealed.

PASSED FIRST READING on the on the 6th day of February, 2017.

PASSED SECOND READING on the 6th day of February, 2017.

PASSED THIRD READING on the 6th day of February, 2017.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 20th day of February, 2017.

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CLERK

## Schedule "A"

### LIST OF PROHIBITED ANIMALS

1. all nonhuman primates
2. all felidae, except the domestic cat
3. all canidae, except the domestic Dog
4. all ursidae (bears)
5. all proboscidea (elephants)
6. all pinnipedia (seals, walrus)
7. all marsupials
8. all edentates (anteaters)
9. all xenartha (such as sloths, armadillos, and tamanduas)
10. all monotremata (spiny anteater and platypus)
11. all venomous or poisonous reptiles and amphibians
12. all reptiles and amphibians over 2 metres adult size
13. all venomous or poisonous invertebrates (such as black widow spiders, tarantulas, and blue-ringed octopus)
14. all ungulates, except the bison and the domestic breeds of cow, goat, sheep, pig, horse, mule, donkey, ass, llama, and alpaca
15. all hyenidae (hyenas)
16. all hyracoidean (hyraxes)
17. all erinaceidae (tenrecs and hedgehogs)
18. all mustelidae (skunks, weasels, otters, wild ferrets), except the domestic ferret
19. all procyonidae (raccoons, coatimundis)

20. all viverridae (civets and genets)
21. all herpestidae (mongooses)
22. all cetacea (whales, porpoises, dolphins)
23. all rodentia, except the hamster, gerbil, guinea pig, domestic mouse, and domestic rat
24. all chiroptera (bats), colugos (flying lemurs), and scandentia (treeshrews)
25. all lagomorphs (rabbits and hare), except the domestic rabbit
26. all birds except the domestic quail, pheasant, pigeon, chicken, duck, goose and turkey, plus the budgie, cockatiel, lovebird, finch, and canary; and
27. all saltwater fish.

## Schedule "B"

### LICENCING:

#### Dogs

- a) Neutered male or Spayed female - \$55.00
- b) Other than (i) above - \$86.00
- c) Guard Dog/Aggressive Dog - \$165.00
- d) Vicious Dog - \$249.00
- e) Dangerous Dog - \$622.00
- f) Guide Dog/Service Dog - \$0.00
- g) Police Services Dog - \$0.00
- h) New licences issued from August 31 to December 31 of any given year shall be subject to a fee equal to 50% of the above noted fees. This does not apply to renewals, Guard, Aggressive, Vicious or Dangerous Dogs or to Dogs eligible to be licensed prior to August 31.
- i) Persons over the age of 65 shall be subject to a fee equal to 50% of the above noted fees.
- j) Replacement of licence - \$7.00

## Schedule "C"

### **IMPOUNDMENT (Release to Owner):**

#### **DOGS**

- 1) Unlicensed - \$143.00
- 2) Licensed
  - a. Spayed or Neutered - \$40.00
  - b. Not Spayed or Neutered - \$59.00
  - c. Aggressive or Guard Dog - \$374.00
  - d. Vicious Dog - \$622.00
  - e. Dangerous Dog - \$1,243.00
  - f. A Dog where it has caused injury while Running at Large - \$1,243.00
  - g. Dangerous Dog where it has caused injury while Running at Large - \$6,207.00

#### **CATS AND OTHER SMALL ANIMALS**

- 1) Cats
  - a. Spayed or Neutered - \$18.00
  - b. Not Spayed or Neutered - \$64.00
- 2) Other Small Domestic Animals - \$13.00

#### **LIVESTOCK**

- 1) Stallion or bull - \$622.00
- 2) Horse or cows - \$238.00
- 3) Goat or sheep - \$64.00
- 4) Rabbit, goose, chicken or other fowl - \$13.00
- 5) In addition to these fees the Owner(s) of the Animal(s) shall be liable for any hauling fees incurred by the Animal Shelter Manager and any other extraordinary costs, due and payable upon reclamation.

## **ADOPTION OF ANIMALS**

- 1) Puppy (up to and including 1 year of age) - \$400.00
- 2) Dog (over 1 year up to and including 7 years of age) - \$340.00 (plus license fee if applicable)
- 3) Dog (over 8 years of age) - \$115.00 (plus license fee if applicable)
- 4) Kitten (up to and including 5 months of age) - \$257.00
- 5) Cat (6 months and up to and including 7 years of age) - \$230.00
- 6) Cat (over 8 years of age) - \$115.00
- 7) Small Animals - \$11.00 - \$55.00

## **BOARDING OF ANIMALS:**

Rate per Day

- 1) Cat - \$18.00
- 2) Dog - \$23.00
- 3) Stallion, horse, mule, ass, boar, billy goat, ram, goat, sheep, swine, bull, cow or other bovine Animal - \$19.00
- 4) For each rabbit, goose, chicken or other fowl - \$7.00
- 5) For Animals other than those listed above - \$13.00

## **EUTHANASIA**

- 1) 0 - 20 lbs - \$143.00
- 2) 21 - 50 lbs - \$198.00
- 3) 51 - 100+ lbs - \$254.00

## **CREMATION SERVICES**

General Cremations - no ashes returned

- 1) 0 - 20 lbs - \$64.00
- 2) 21 - 50 lbs - \$94.00
- 3) 51 - 75 lbs - \$126.00
- 4) 76 - 100 lbs - \$157.00
- 5) 101 + lbs - \$187.00

Animal Pick Up Fee \$64.00 per pick up

**Private Cremations**

- 1) Charged at actual cost to the City