

By-law 2017-22

A By-law of the City of Greater Sudbury to Regulate the Keeping of Animals, Responsible Pet Ownership and the Registration of Dogs and Cats

Whereas sections 8, 9 and 10 of the *Municipal Act, 2001* authorize a municipality to pass by-laws necessary or desirable for municipal purposes, and in particular, paragraphs 5, 8 and 9 of subsection 10(2) authorize by-laws respecting: the economic, social and environmental well-being of the municipality; the protection of Persons and property and Animals;

And Whereas subsection 8(3) of the *Municipal Act, 2001* provides that a by-law under section 10 of that Act respecting a matter may regulate or prohibit and, as part of the power to regulate or prohibit respecting the matter, may require a Person to do things respecting the matter or may provide for a system of Licenses respecting the matter;

And Whereas subsection 103(1) of the *Municipal Act, 2001* provides that if a by-law is regulating or prohibiting with respect to the being At Large of Animals, the by-law may provide for the seizure and impounding of Animals being At Large and the sale of impounded Animals;

And Whereas section 425 of the *Municipal Act, 2001*, authorizes a municipality to pass by-laws providing that a Person who contravenes a by-law of the municipality passed under that Act is guilty of an offence;

And Whereas the *Municipal Act, 2001* further authorizes a municipality amongst other things, to delegate its authority, to impose fees or charges, to provide for inspections, and to make orders to discontinue activity or to do work;

And Whereas the Council of the City of Greater Sudbury deems it advisable to enact a by-law providing for control of and care of Dogs and Cats in the City for the health and safety of the public;

Now Therefore the Council of the City of Greater Sudbury hereby enacts as follows:

Part 1 – Interpretation and Application

Terminology

1. In this By-law:

“Altered” when used in reference to a Dog or Cat means the Dog or Cat has been spayed or neutered and “Unaltered” means the Dog or Cat has not been spayed or neutered;

“Animal” includes any mammal, bird or reptile, other than a Dog or Cat

“At Large” in reference to a Dog or Cat means the Dog or Cat is:

- (a) not within the Dwelling Unit of or on the Premises of its Owner or within the Dwelling Unit or on Premises of another Person with the consent of that Person; and
- (b) not on a Leash and under the effective control of a Person who has the strength and capacity to securely control the Dog or Cat so as to not permit or allow unwanted contact with another Person or a Domestic Animal;

“Attack” or “Attacked” in reference to a Dog or Cat means aggressive behaviour resulting in unwanted physical contact resulting in harm to a Person or Domestic Animal, such as bleeding, bone breakage, sprains, serious bruising, multiple injuries or damage to clothing;

“Attractant” means any substance which could be reasonably expected to attract one or more Wild Animals or does attract one or more Wild Animal or stray, feral or abandoned Animals;

“Bite” means the breaking, puncturing of the skin of a Person or Domestic Animal caused by the tooth or teeth of a Dog and “Biting” has a similar meaning;

“Business Day” means Monday to Friday, except for a statutory or civic holiday;

“Cat” means a male or female feline of any breed of domesticated Cat or cross-breed of domesticated Cat;

“Cat Tag” means a current Cat Tag provided by the License Issuer upon a License issuing for a Cat pursuant to this By-law, for attachment to the Cat identified in the License;

“City” means the municipal corporation of the City of Greater Sudbury or the geographic area of the City of Greater Sudbury as the context requires;

“Council” means the Council of the City of Greater Sudbury;

“Dog” means a male or female canine of any breed of domesticated canine or cross-breed of a domesticated canine;

“Dog Tag” means the current Dog Tag provided by the License Issuer upon issuing a License for a Dog pursuant to this By-law, for attachment to the Dog identified in the License;

“Domestic Animal” includes a Dog, Cat or similar Animal kept as a pet which is generally understood to be domesticated and is typically kept indoors at a Dwelling Unit;

“Dwelling Unit” means one or more rooms connected together as a self-contained, separate unit in the same building comprising all or part of the building and constituting an independent housekeeping unit for residential occupancy by Persons with facilities for Persons to sleep, cook and eat and including its own sanitary facilities;

“Fee” means a fee determined in accordance with the City’s Miscellaneous User Fee By-law 2015-266, as amended or replaced from time to time;

“Feed” or “Feeding” means the deliberate act of furnishing, or making food or other substances available which is likely to be consumed by Wild Animals, or by stray, feral or abandoned Domestic Animals;

“Feral Cat” means a Cat found in the City that has no Owner, is not socialized and is extremely fearful or resistant to humans;

“Keep” in reference to a Dog, Cat or Animal includes to provide care to the Dog, Cat or Animal or to own, harbour, possess or have control over, whether temporary or permanent and “Keeping” or “Kept” have similar meaning;

“Leash” means a restraining device not exceeding 1 metre in length in the case of a Dog found to be a vicious Dog under this By-law and, otherwise, not exceeding 2 metres in length which is attached to the collar or harness worn by a Dog or Cat and of sufficient strength to restrain the Dog or Cat;

“License” means a License issued under this By-law and includes a renewal License and “Licensed” in reference to a Dog or Cat means there is a current, unrevoked License issued for that Dog or Cat;

“License Issuer” means the Person appointed from time to time as the Manager of Security and By-law Services and includes his or her authorized designate or designates with respect to any authority delegated by the License Issuer to such designate;

“Microchip” means an approved *Canadian Standard* encoded identification device implanted into a Dog or Cat which is programmed to store a unique and permanent identification

number that permits access to Owner information which is stored in a central data base accessible to the License Issuer and “Microchipped” when used in reference to a Dog or Cat means a Microchip has been implanted into the Dog or Cat;

“Municipal By-Law Enforcement Officer” means any Person appointed by Council as a Municipal By-law Enforcement Officer for the enforcement of this By-law or all City by-laws and includes a duly sworn member of the Greater Sudbury Police Service;

“Muzzle” in reference to Dog means a humane 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 and “Muzzling” means to cause the Dog to wear a Muzzle and “Muzzled” means the Dog is wearing a Muzzle;

“Owner” in reference to a Dog, Cat or other Domestic Animal means one or more Persons who possess, harbour or have custody of a Dog, Cat or other Domestic Animal, and where the Person is a minor under the age of 18 years, the Person responsible for the custody of the minor;

“Person” includes an individual, a sole proprietorship, a partnership, an unincorporated association, a trust and a corporation;

“Police Work Dog” means a Dog trained to aid police officers or peace officers and used by police officers or peace officers in the execution of their duties;

“Pound” means a Premises and facilities that are operated by or under the direction of the City and used for the confinement, maintenance or disposal of Cats and Dogs and Animals that have been impounded pursuant to this By-law;

“Pound Keeper” means the License Issuer or such other Person, service or agency assigned the responsibility by the City to maintain and operate the Pound on behalf of the City;

“Premises” means a building or part of a building and any land appurtenant to the building or part of the building and includes a vacant lot;

“Premises Owner” means the Person or Persons who are shown as the registered owner or owners of the Premises, in the land registration records of the Land Titles Office for Sudbury (No. 53), and shall include family members of the Premises Owner who may be residing at such Premises and any tenant of the Premises Owner or other Person occupying all or part of the Premises;

“Redemption Period” means that period of time within which the Owner of a Dog or Cat that has been impounded in the Pound has the right to redeem it;

“Rescue Group” means a not-for-profit or charitable organization whose mandate is predominately the rescue and placement of Dogs, Cats and Animals and facilitating the Altering of Dogs, Cats and Animals for Animal welfare purposes;

“Rescue Owner” is a Person with whom a Rescue Group has placed, on an interim basis pending adoption, any Dog or Cat placed by the Pound Keeper in the care and control of the Rescue Group;

“Service Animal” means means a guide dog or a service animal as those terms are used in Ontario Regulation 429/07 under the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11, as amended or replaced from time to time;

“Tag” in reference to a Dog means a Dog Tag, and in reference to a Cat means a Cat Tag;

“Tether” means a rope, chain, cord or similar restraining device used in Tethering a Dog or Cat;

“Tethered” means a Tether has been fastened to the collar or halter on a Dog or Cat and to a fixed object, so that the Dog or Cat can only range in an area limited to the length of such Tether and “Tethering” means the action of affixing a Tether; and

“Wild Animal” includes any Animal which is wild by nature and not normally domesticated in Ontario.

Interpretation

2.-(1) Whenever this By-law refers to a Person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.

(2) References to items in the plural include the singular, as applicable.

(3) The words “include”, “including” and “includes” are not to be read as limiting the phrases or descriptions that precede them. Any examples provided are intended to be representative examples and not intended to be an exhaustive list.

(4) Headings are inserted for ease of reference only and are not to be used as interpretation aids.

(5) Specific references to laws in the By-law are printed in italic font and are meant to refer to the current laws applicable with the Province of Ontario as at the time the By-law was enacted, as they are amended, restated or replaced from time to time.

(6) Any reference to periods of time, stated in numbers of days, shall be deemed applicable on the first Business Day after a Sunday or Statutory holiday if the expiration of the time period occurs on a Sunday or Statutory holiday.

(7) The obligations imposed by this By-law are in addition to obligations otherwise imposed by law or contract.

(8) Where this By-law provides metric and imperial units of measure, the metric unit of measure shall prevail. For convenience only, approximate imperial measurements have been provided in parentheses but are of no force or effect. The abbreviation “mm” stands for millimetres and “m” stands for metres.

(9) Terms with capitals shall be read with the meaning in section 1, and other words shall be given their ordinary meaning.

(10) In the event that any set-back requirements set out herein are inconsistent with the requirements set out in the Zoning By-law in effect from time to time governing the property in question, the requirements of the By-law which are more onerous shall prevail.

(11) Nothing herein shall give any Person any right to Keep any Animal where such is prohibited by any Zoning By-law in effect from time to time governing the Premises on which the Animals are being kept or where the Keeping of such Animal is prohibited by federal or provincial statute or regulation thereunder.

Severability / Conflict

3.-(1) If any section, subsection, part or parts of this By-law is declared by any court of law to be bad, illegal or ultra vires, such section, subsection, part or parts shall be deemed to be severable and all parts hereof are declared to be separate and independent and enacted as such.

(2) Nothing in this By-law relieves any Person from complying with any provision of any Federal or Provincial legislation or any other By-law of the City.

(3) Where a provision of this By-law conflicts with the provisions of another By-law in force in the City, or any of the provisions of any federal or provincial states or regulation, the provision

that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail.

Administration / Delegation

4.-(1) The administration and enforcement of this By-law is assigned to the License Issuer who is delegated the authority to:

- (a) make all decisions required of the License Issuer under this By-law;
- (b) perform all administrative and enforcement functions, conduct all inspections or investigations referred to herein and those incidental to and necessary for the due administration and implementation and enforcement of this By-law;
- (c) establish and amend from time to time, such forms, documents, and such standards, protocols and procedures as the License Issuer may determine are required to implement and administer this By-law;
- (d) develop, implement and promote programs and guidelines to encourage responsible ownership of Domestic Animals and the control and care of Dogs and Cats in the City, including Feral Cats, provided same are consistent with the spirit of this By-law and within Council established budgets; and
- (e) direct the activities of the Municipal By-law Enforcement Officers enforcing this By-law make all orders authorized under this By-law, obtain court orders or warrants as required, direct remedial action as required.

(2) The License Issuer may delegate the performance of any one or more of his or her functions under this By-law to one or more Persons from time to time as the occasion requires and may impose conditions upon such delegation and may revoke any such delegation. The License Issuer may continue to exercise any function delegated during the delegation.

(3) Unless specifically provided to the contrary in this By-law, the decisions of the License Issuer are final and not subject to appeal.

(4) Without limiting the generality of subsection 4(2), the License Issuer may, from time to time enter into agreements, in a form established by the License Issuer to authorize Persons who are not City employees to issue Licenses on behalf of the License Issuer, pursuant to this By-law and subject to the terms and conditions of the Agreement. The License Issuer may authorize payment of such Persons of the applicable commission for such service, established by the License Issuer from time to time. The License Issuer may terminate any such agreement in writing, in accordance with the provisions of the Agreement.

Application / Exceptions

5.-(1) This By-law shall apply within the geographic limits of the City.

(2) Despite subsection 5(1), this By-law shall not apply to:

- (a) the Premises of a Pound;
- (b) the Premises used by the Ontario Society for the Prevention of Cruelty to Animals or an affiliated society;
- (c) a supply facility Licensed in accordance with the *Animals for Research Act*;
- (d) a research facility registered in accordance with the *Animals for Research Act*;
- (e) an Animal hospital or clinic operated and supervised by a veterinarian who has a License to practice veterinary medicine, issued under the *Veterinarians Act*;
- (f) Laurentian University's educational or research divisions;
- (g) Science North;
- (h) a temporary public display of Animals as part of a circus, menagerie, midway or other like traveling exhibition, side show, provided any necessary licence has issued pursuant to the City's By-law 2004-350 being A By-Law of the City Of Greater Sudbury to Provide for the Licensing and Regulation of Various Businesses, as amended or replaced, and is in good standing, or evidence provided to the License Issuer that no such license is required, or to a temporary display in a school classroom or other similar temporary public display;
- (i) Premises on which horses, domestic fowl, cattle, goats, swine, mink, sheep or mules or similar livestock, are Kept where the Premises are appropriately zoned for such purpose by the City's Zoning By-law in effect from time to time for that Premises;
- (j) the Premises of facilities accredited by the Canadian Association of Zoos and Aquariums (CAZA); or
- (k) the Premises of slaughterhouses Licensed pursuant to the *Meat Inspection Act*, R.S.O. 1990.c. M.5.

Part 2 – Dogs and Cats

Licencing - Dog and Cats

Requirement to License

6.-(1) Every Owner of a Dog or Cat shall secure a License for the Dog or Cat from the License Issuer within the later of:

- (a) the Dog or Cat reaching the age of 12 weeks; and
- (b) 7 days of becoming the Owner of the Dog or Cat.

(2) The onus of proof of the age of the Dog or Cat and of the date of Ownership shall rest with the Owner of the Dog or Cat.

(3) Every Owner of a Dog or Cat shall maintain a current License for the Dog or Cat.

(4) No Person under the age of 18 years is entitled to a License.

Dog / Cat to Wear Tag

7.-(1) Except as provided to the contrary in subsection 7(2) every Owner of a Dog or a Cat for which a License has issued, shall ensure that the Tag corresponding to that License is securely attached and remains securely attached to the Dog or Cat for which it was provided.

(2) Despite subsection 7(1), the Owner need not attach the Tag or have the Tag attached to:

- (a) a Dog or Cat while the Dog or Cat is within the Dwelling Unit or on the Premises of its Owner;
- (b) a Cat which is Microchipped, provided the Cat Tag is produced upon request of a Municipal By-law Enforcement Officer;
- (c) a Dog, while the Dog is being lawfully used for hunting in the bush, provided the Dog Tag is produced upon request of a Municipal By-law Enforcement Officer;
- (d) a Dog or Cat during such time as a veterinarian has determined it is necessary to remove the Tag for medical treatment of that Dog or Cat and evidence of such requirement is produced upon request of a Municipal By-law Enforcement Officer; or
- (e) a Police Working Dog while the Police Working Dog is working.

(3) No Person shall remove a Tag from a Dog or Cat without the consent of the Owner thereof.

(4) No Person shall attach a Tag to a Dog or Cat other than the Dog or Cat for which it was provided.

(5) No Owner of a Dog or Cat shall allow or permit his or her Dog or Cat to have attached to it, a Tag other than the Tag provided for that Dog or Cat.

(6) No Person shall attach a Tag to a Dog or Cat once the License for which the Tag was issued has expired or been revoked.

(7) No Owner shall permit a Tag to continue to be attached to by a Dog or Cat once the License for which the Tag was issued has expired or been revoked.

(8) Every Tag issued by the License Issuer remains the property of the City and shall be surrendered upon request of the License Issuer or a Municipal By-law Enforcement Officer after:

- (a) the death of the Dog or Cat;
- (b) a change in Ownership of the Dog or Cat; or
- (c) the revocation of the License for which the Tag was issued.

Application for License / Renewal of License

8.-(1) Every applicant for a License or renewal of a License under this By-law shall file with or provide to the License Issuer:

- (a) an application in the form established by the License Issuer from time to time;
- (b) **repealed by 2017-40**
- (c) where applicable, evidence satisfactory to the License Issuer that the Dog or Cat has been Altered;
- (d) where applicable, evidence satisfactory to the License Issuer that the Dog or Cat for which the License is applied is a Service Animal or a Police Work Dog;
- (e) where a Dog has been found to be a vicious Dog, evidence of insurance compliant with section 31 and evidence the Dog is Microchipped; and
- (f) except as provided to the contrary in section 9, payment of the applicable Fee for applying for a License.

Fee Exceptions

9.-(1) Despite paragraph 8(f), an application Fee need not be paid on an application for a License or a renewal where the application is submitted:

- (a) by a Rescue Group for a License for a Dog or Cat placed in its care by the Pound Keeper;
- (b) for a License for a Service Animal or a Police Work Dog; or
- (c) by a Rescue Group for a Feral Cat that is Altered, Microchipped provided the Rescue Group provides evidence satisfactory to the License Issuer that the Feral Cat forms part of a group or colony of Feral Cats which congregates in a specified area and is being managed by that Rescue Group.

(2) Despite paragraph 8(f), in the event that a Person first becomes obligated to acquire a Licence under this By-law after October 31st in any year, the applicant for a Licence shall be

entitled to have a License issued for the balance of that calendar year upon payment of the applicable Fee for a replacement of a lost Tag instead of the Fee otherwise applicable. In the event that the applicant applies for a Licence which extends beyond December 31st of the year in which the application is submitted, the applicant shall also pay the applicable Fee for the term of the Licence applied, as if the application was submitted in January of the following year.

- (3) No application Fee shall be refundable for any reason.

Refusal to Issue License

10. The License Issuer shall refuse to issue or renew a License for a Dog or Cat where the License Issuer is not satisfied that:

- (a) **repealed by 2017-40**
- (b) the applicant is 18 years or age or older;
- (c) the application is complete and applicable Fees have been paid; or
- (d) in the case of a Dog found to be a vicious Dog, the required insurance in accordance with section 31 is not in effect, or the Microchip information for the Dog is not current.

Issue of License / Provision of Tag

11.-(1) Except as provided in section 10, the License Issuer may issue to the applicant, a Licence for the Dog or Cat described in the application, and provide a Tag to be attached to or worn by the Dog or Cat in accordance with this By-law.

(2) Each Tag provided by the Licence Issuer pursuant to subsection 11(1) will bear a unique serial number, show the year of expiry and such other information as may be determined by the License Issue and otherwise be in the form established by the License Issuer from time to time. A current Tag shall be evidence that that a License has issued for the Dog or Cat.

Expiry of License

12. A License for a Dog or Cat shall expire upon the earliest of:
- (a) the transfer of Ownership of the Dog or Cat;
 - (b) death of the Dog or Cat for which it was issued; and
 - (c) the date set out in the License as the expiry date.

Revocation

13.-(1) The License Issuer shall have the right to revoke the License for a Dog or Cat in the event that:

- (a) the License was issued in error or as a result of false information being provided;
- (b) the application Fee is not paid in full, through error, as a result of a cheque being returned marked Not Sufficient Funds, a credit card charge being refused or for any other reason; or
- (c) in the case of a Dog found to be a vicious Dog, the insurance required pursuant to section 31 expires or is cancelled or terminated for any reason, without being replaced.

Replace Lost Tag

14.-(1) Every Owner of a Licensed Dog or a Cat shall ensure that a lost Tag is replaced within two Business Days of the loss.

(2) The License Issuer shall provide a replacement Tag to the Owner of a Licensed Dog or Cat upon:

- (a) application in writing by the Owner in the form established by the License Issuer; and
- (b) payment of the applicable Fee.

Change in Information

15.-(1) Except as provided to the contrary in subsection 31(3), every Owner of a Licensed Dog or Cat shall advise the License Issuer in writing within 7 days thereafter, of:

- (a) a change in any information provided in the most recent application for a License or renewal of a License;
- (b) the death of the Dog or Cat; and
- (c) the sale or other transfer of Ownership of the Dog or Cat.

(2) Every Owner of a Dog or Cat which is Microchipped shall keep the information recorded on the Microchip up to date.

Numbers of Dogs and Cats

16.-(1) Except as provided in subsections 16(2),16(3) or 16(4), no Person shall Keep or permit to be Kept in or about any Dwelling Unit or Premises more than two Unaltered Dogs or more than two Unaltered Cats. For clarity, there shall be no limit to the number of Altered Dogs and

Altered Cats that an Owner may Keep or permit to be Kept in any Dwelling Unit or at any Premises, provided the provisions of this By-law are otherwise complied with.

(2) Notwithstanding subsection 16(1), a Person may Keep or permit to be Kept in or about a Dwelling Unit or Premises a maximum of three Unaltered Dogs and three Unaltered Cats for a continuous period not exceeding forty-eight hours.

(3) Subsections 16(1) and 16(2) shall not apply to Dogs or Cats under the age of twelve weeks.

(4) Notwithstanding subsection 16(1), any Person who, on the date of the passage of this By-law, was lawfully Keeping more than the number of Unaltered Dogs or Unaltered Cats provided for in subsection 16(1) may keep those Unaltered Dogs and Unaltered Cats until they have died or are otherwise disposed of.

(5) The onus shall be on the Owner of the Dog or Cat claiming an exemption from Subsection 16(1) to satisfy the License Issuer of his or her entitlement to the exemption claimed.

Control of Dogs and Cats

Not to be At Large – Exceptions

17.-(1) No Owner of a Dog or Cat shall cause, allow or permit a Dog or Cat he or she Owns to be At Large within the limits of the City.

(2) Despite subsection 17(1) a Licensed Dog shall be deemed not to be At Large if it is:

- (a) within a Leash free area as that term is used in the City's By-law 2012-145 being a By-law to Establish and Regulate the Use of Off-Leash Dog Parks, as amended or replaced from time to time;
- (b) a hunting Dog accompanied by the Owner of that Dog or other responsible adult and is actively engaged in hunting or training for hunting, on unposted land or on posted land with the permission of the Premises Owner; or
- (c) a Police Work Dog and is performing the duties for which it was trained.

(3) Despite subsection 17(1), a Licensed Cat shall be deemed not to be At Large, if it is Microchipped and Altered.

Control of Dogs or Cats Outdoors but Not At Large

18.-(1) Except as provided to the contrary in subsection 18(3) or section 30, every Premises Owner who allows or permits a Dog or an Unaltered Cat to be outdoors or to remain outdoors on his or her Premises shall ensure that the Dog or Unaltered Cat is:

- (a) contained in an enclosure or fenced area, including an area enclosed by electronic fencing known as invisible fencing;
- (b) Tethered by a Tether no less than 3 metres in length; or
- (c) under the control of a Person so as to prevent the Dog or the Unaltered Cat from leaving the Premises.

(2) For the purposes of subsection 18(1), the Premises Owner of the Premises on which the Dog or the Unaltered Cat is found shall be deemed to have allowed or permitted the Dog or Unaltered Cat to be outdoors on that Premises.

(3) Despite 18(1), a Dog may be outdoors on a Rural or agricultural Premises or on Premises 0.5 hectare (1.2 acre) or more in area if the Dog is sufficiently trained so as to remain on the Premises.

Barking or Other Noise

19. The Owner of a Domestic Animal shall not permit or allow a Domestic Animal Kept by such Person to bark, yowl, call or whine in a persistent manner or to make any other persistent noise.

Guard Dogs on Non-Residential Premises

20. No Premises Owner shall Keep a Dog for security purposes on any Premises that are not used primarily for residential purposes unless the Premises Owner:

- (a) at all times has posted signs:
 - (i) containing a warning that a Dog is on the Premises for security purposes; and
 - (ii) providing a contact number for the Owner of the Dog and where different, for the Premises Owner; and
- (b) ensures that the signs posted pursuant to paragraph 20(a) are sufficient in size, number and location and are maintained in a condition so as to give effective notice to Persons entering onto the Premises.

Unaltered Female Dog or Cat

21. Every Owner of an Unaltered female Dog or Cat shall, during each period that the Unaltered Dog or Unaltered Cat is in heat, keep it confined so that it will not attract other Dogs or Cats as the case may be, or Animals.

Care of Dogs and Cats

Basic Care / Sanitary Conditions

22.-(1) Every Person who Keeps a Dog or Cat shall ensure that the Dog or Cat is provided with adequate and appropriate care sufficient to preserve the health and well-being of the Dog or Cat, except for emergencies or circumstances beyond the reasonable control of that Person and without limiting the generality of the foregoing shall provide at all times:

- (a) open or adequate access to potable water of a drinkable temperature in sufficient quantity to satisfy the needs of the Dog or Cat; and
- (b) an adequate supply of food appropriate to the Dog or Cat.

(2) No Person shall Keep a Dog or Cat in a condition:

- (a) which results in an odour, insect infestation, rodent attractants or an accumulation of fecal matter; or
- (b) where an odour, insect infestation, rodent attractants or the accumulation of fecal matter:
 - (i) endanger or are likely to endanger the health of any Person, Dog, Cat or other Domestic Animal; or
 - (ii) disturbs or is likely to disturb the enjoyment, comfort or convenience of any Person.

Enclosures for Dogs and Cats Kept Out of Doors

23.-(1) Every Person who customarily Keeps a Dog or Cat outside shall provide for the use of that Dog or Cat at all times, a structure or other enclosure which is:

- (a) weather-proofed;
- (b) insulated;
- (c) in a good state of repair; and
- (d) large enough to provide sufficient space to allow for the Dog or Cat to extend its legs to their full extent, stand, sit, turn around, and lie down in a fully extended position.

(2) Every Premises Owner shall ensure that a structure or other enclosure for a Dog or Cat provided in accordance with subsection 23(1) is located not less than 1.2 meters (4') from the property line and is not located in the front yard of the Premises.

(3) Every Premises Owner who provides an enclosed outside area within the yard of a Premises, used for the purpose of a exercising one or more Dogs, Cats or other Domestic Animals shall ensure that such enclosed area is located not less than 1.2 meters (4') from the property line and is not located in the front yard of the Premises.

Tethers and Tethering

24. Every Person who has Tethered a Dog or Cat shall ensure that:

- (a) the Tether is at least 3 metres in length but does not permit the Dog or Cat to go beyond the property line of the Premises on which the Dog or Cat is Tethered;
- (b) the Dog or Cat has unrestricted movement within the range of the Tether; and
- (c) the Dog or Cat cannot suffer injury resulting from the Tether.

Removal of Excrement

25.-(1) Every Owner of a Dog shall remove forthwith and sanitarily dispose of excrement left by the Dog anywhere in the City.

(2) Subsection 25(1) shall not apply to a Person who owns or uses a seeing-eye Dog registered with the Canadian National Institute for the Blind.

Not to Use Dog to Attack or Menace

26.-(1) No Owner shall use or direct a Dog to Attack, Bite, chase, harass or threaten a Person or Domestic Animal.

(2) No Owner of a Dog shall authorize or permit his or her Dog to behave in a manner that poses a menace to the safety of a Person or Domestic Animal.

Responsibilities of Public

27. No Person shall:

- (a) tease, torment or annoy any Dog or Cat; or
- (b) untie, loosen otherwise free any Dog or Cat which is not in distress unless such Person has the authorization of the Owner.

Part 3 –Vicious Dog

Investigation / Outcomes

28.-(1) The License Issuer may conduct an investigation to determine if a Dog should be found to be a vicious Dog, where the License Issuer receives:

- (a) a written complaint, signed by the complainant, that a Dog has Attacked or Bitten a Person or Domestic Animal without provocation or mitigating factors;
- (b) particulars of the name and address of the Owner of the Dog or adequate information to ascertain the Owner of the Dog which is the subject of the complaint; and
- (c) particulars of the incident or incidents giving rise to the complaint.

(2) Where a form for such complaints has been established by the License Issuer, the prescribed form shall be used.

(3) In conducting the investigation and making a determination of whether a Dog should be found to be a vicious Dog, the License Issuer shall consider all the circumstances, including without limitation:

- (a) the severity of the Bite or Attack and any resulting injuries;
- (b) any prior record of the Dog having Bitten or Attacked;
- (c) any mitigating factors, which may include, but are not limited to circumstances where the Dog was, at the time of the Bite or Attack:
 - (i) acting in defence to an attack by or menacing actions by a Person or Domestic Animal, whether or not such attack was directed towards the Dog in question;
 - (ii) acting in defence of its young;
 - (iii) reacting to a Person or a Domestic Animal trespassing on or entering on the Premises where the Dog was situate; or
 - (iv) being teased, provoked or tormented.

(4) Where after the investigation, the License Issuer is of the opinion that it is appropriate to do so, the License Issuer may make a finding that the Dog is a vicious Dog.

(5) Where the License Issuer makes a finding that a Dog is a vicious Dog, the License Issuer shall serve notice in accordance with section 34 on the Owner of the Dog:

- (a) advising that the Dog has been found by the License Issuer to be a vicious Dog;
- (b) advising the Owner of the requirements set out in Sections 29, 30 and 31;

- (c) advising the Owner of: the right, if exercised within 14 days of the service of the notice, to apply to the Hearing Committee, to seek one or both or a reversal the finding that the Dog is a vicious Dog and an exemption from any one or more of the conditions in sections 29, 30 and 31; the process to do so; and the applicable Fee for such a hearing; and
- (d) advising the Owner that the finding that the Dog is a vicious Dog shall continue in effect unless and until the Hearing Committee finds to the contrary.

(6) The finding that a Dog is a vicious Dog shall be effective upon service of the notice under subsection 28(5) and continue in effect unless and until such finding is revoked by the Hearing Committee.

Warning Sign – Vicious Dog

29.-(1) Unless provided to the contrary by the Hearing Committee every Owner of a Dog which has been found to be a vicious Dog shall at all times display a warning sign purchased from the License Issuer:

- (a) at that entrance to the Dwelling Unit of the Owner of the vicious Dog, which a Person would normally approach; and
- (b) in a location and manner such that the sign will be clearly visible to a Person approaching the entrance to the Dwelling Unit.

(2) Every Owner of a Dog which has been found to be a vicious Dog shall:

- (a) ensure that the sign purchased in accordance with subsection 29(1) is affixed to the Dwelling Unit or otherwise erected or placed in a manner that cannot be easily removed by a passerby; and
- (b) replace the sign as required from time to time, in the event the sign is removed or defaced or otherwise becomes illegible.

(3) No Person shall remove a sign erected pursuant to subsection 29(1), while the Dog found to be a vicious Dog resides at that Premises, except in accordance with paragraph 29(2)(b).

Control of Vicious Dog

30.-(1) Unless provided to the contrary by the Hearing Committee, every Owner of a Dog which has been found to be a vicious Dog shall ensure that at all times when the Dog is not on Premises owned or occupied by the Owner of the Dog, the Dog is:

- (a) Muzzled;

- (b) Securely fitted with a collar or harness in a manner such that the Dog cannot detach the collar or harness;
- (c) Leashed with a Leash securely attached to a collar or harness at all times in a manner such that the Dog cannot detach the Leash from the collar or harness; and
- (d) the Leash held by a Person who has the strength and capacity to securely control the Dog so as to not permit or allow unwanted contact with another Person or a Domestic Animal.

(2) Unless provided to the contrary by the Hearing Committee, every Owner of a Dog which has been found to be a vicious Dog shall ensure that at all times when the Dog is on Premises owned or occupied by the Owner of the Dog, the Dog is:

- (a) securely contained inside the Dwelling Unit of the Owner of the Dog; or
- (b) if outside the Dwelling Unit of the Owner of the Dog, the Dog is:
 - (i) Muzzled;
 - (ii) securely fitted with a collar or harness in a manner such that the Dog cannot detach the collar or harness;
 - (iii) restrained by a chain or other restraint sufficient to prevent the Dog from leaving the Premises; and
 - (iv) contained within a securely enclosed area, including a fence of an appropriate height for the breed of dog, constructed so as to prevent the Dog from leaving the premise and in a manner such that the vicious dog is unable to come into contact with Persons or other Domestic Animals.

(3) Unless provided to the contrary by the Hearing Committee, the Owner of a Dog found to be a vicious Dog shall provide evidence to the License Issuer that the Dog has been Microchipped within 21 days of:

- (a) the effective date of service of the notice of the finding by the License Issuer that the Dog is a vicious Dog, in the event that no appeal is filed to the Hearing Committee; or
- (b) the date on which the Hearing Committee confirms the finding that a Dog is a vicious Dog, in the event that an appeal is filed to the Hearing Committee.

Insurance / Administrative Requirement – Vicious Dog

31.-(1) Unless provided to the contrary by the Hearing Committee, every Owner of a Dog which has been found to be a vicious Dog shall obtain and maintain in effect at all times the Person owns the Dog found to be a vicious Dog, a policy of liability insurance with an insurer licensed to operate in Ontario, providing for coverage in an amount not less than one million dollars per occurrence, for losses arising from injuries caused by the Owner's Dog and providing for the City to be notified in writing of any cancellation, termination or expiry of the insurance policy.

(2) Every Owner of a Dog found to be a vicious Dog shall provide to the License Issuer, evidence that insurance compliant with subsection 31(1) is in effect:

- (a) within 10 Business Days of the Dog being found to be a vicious Dog;
- (b) on each application for a Licence or a renewal License for the Dog;
- (c) prior to the expiry date of any policy; and
- (d) upon request by the License Issuer.

(3) Every Owner of a Dog found to be a vicious Dog shall provide the information required under subsection 15(1) to the License Issuer in writing within two Business Days of any change in Ownership or residence of the Dog and provide the License Issuer with the new address and telephone number of the Owner.

(4) Where a form for giving such notice is established by the License Issuer, the Owner shall use the prescribed form.

Application to Hearing Committee

32.-(1) An Owner who has been given notice that his or her Dog has been found to be a vicious Dog, may apply in writing to the License Issuer for a hearing before the Hearing Committee established pursuant to the City's Procedure By-law then in effect, and shall submit the applicable administrative fee for such applications. The application shall be filed within 14 days of the date that service of the notice under section 28 is effective. In the event that a form for requesting a hearing has been established by the License Issuer, the prescribed form shall be used.

(2) In the event that the License Issuer determines that the request is out of time or that the administrative fee has not been paid, the License Issuer shall notify the Owner that no hearing will be scheduled. If the request is compliant with this By-law, the License Issuer shall refer the request to the City Clerk.

(3) When asked to do so by the License Issuer, the City Clerk shall set a date, time and place for a hearing before the Hearing Committee and give notice of the date, time and place of the hearing to the applicant for the hearing, in the manner provided for in section 33.

Hearing

33.-(1) On the date and time scheduled for the hearing, or such later date as may be set or consented to by the Hearing Committee, the Hearing Committee may hear and view any evidence provided by the License Issuer and by the applicant for the hearing and may:

- (a) reverse or uphold the finding that the Dog is a vicious Dog; and
- (b) if the finding that the Dog is a vicious Dog is upheld, exempt the Owner from all or some of the requirements of section 29, 30 or 31.

(2) The onus is on the applicant to provide evidence satisfactory to the Hearing Committee that the relief being sought should be granted.

(3) Upon the Hearing Committee reaching a decision, the City Clerk shall give notice of the decision in writing to the applicant for the hearing. The decision of the Hearing Committee is final.

Service of Notices

34.-(1) Service of notice under subsection 28(5), 32(3) or 33(3) may be effected on the Person who shows in the City's records as the Owner of the Dog, or where the Dog does not appear to be Licensed pursuant to this By-law, on such other Person who appears to be the Owner of the Dog.

(2) Service of a notice may be effected by personal service, by mail or by posting up in a conspicuous place at the address shown in the records of the City as the address for the Owner of the Dog, or where the Dog is not Licensed under this By-law, at such address as appears to be the address of the Owner of the Dog.

(3) Service of the notice shall be effective upon the date that personal service is effected, or where served by mail or by posting, shall be deemed effective on the third day after mailing or posting as the case may be, whether or not it is actually received.

Part 4 – Seize and Impound

Seize and Impound of Dogs and Cats

35.-(1) A Municipal By-law Enforcement Officer may seize:

- (a) any Dog found At Large;
- (b) any Cat which is At Large;
- (c) any Licensed Cat deemed under subsection 17(3) not to be At Large, if, in the opinion of the Municipal By-law Enforcement Officer, the Licensed Cat is:
 - (i) causing a nuisance or is damaging property; or
 - (ii) in distress, injured or ill;
- (d) any Feral Cat which has not been Microchipped and Altered; or
- (e) any Feral Cat which has been Microchipped and Altered, if, in the opinion of the Municipal By-law Enforcement Officer, the Feral Cat is:
 - (i) causing a nuisance or is damaging property; or
 - (ii) in distress, injured or ill.

(2) A Municipal By-law Enforcement Officer may deliver a Licensed Dog or Licensed Cat which has been seized to its Owner, without impounding the Licensed Dog or Licensed Cat, provided:

- (a) the Municipal By-law Enforcement Officer is able to contact the Owner and make satisfactory arrangements for return of the Licensed Dog or Licensed Cat; and
- (b) the Municipal By-law Enforcement Officer does not have a record of the Licensed Dog or Licensed Cat having been seized in the prior 12 months.

(3) Except as provided to the contrary in subsection 35(2), a Dog or Cat which is seized under subsection 35(1) shall be considered impounded at the time and place it is seized by the Municipal By-law Enforcement Officer and may be delivered to the Pound Keeper by the Municipal By-law Enforcement Officer.

(4) The Pound Keeper shall use his or her best efforts notify the Owner of any Licensed or Microchipped Dog or Licensed or Microchipped Cat to claim the Dog or Cat prior to the expiry of the Redemption Period in section 36.

Redemption Period

36.-(1) Except as provided to the contrary in subsection 36(2) or in section 37, the Pound Keeper shall keep any Dog or Cat seized and impounded under this By-law for a Redemption Period of 3 days from the time of its impoundment, exclusive of:

- (a) the day on which the Dog or Cat was impounded;
- (b) statutory or civic holidays; and
- (c) days on which the impound centre is closed.

(2) Despite subsection 36(1), the Pound Keeper shall keep any female Dog in heat, which has been seized and impounded under this By-law for a Redemption Period which expires the earlier of:

- (a) the day the Dog is no longer in heat; and
- (b) 21 days.

Euthanizing

37. Despite subsection 36(1), the Pound Keeper may, at any time after a Dog or Cat is impounded, euthanize the Dog or Cat in a humane manner, where, in the opinion of the Pound Keeper this is warranted for humane reasons or for the safety of any Person. In such circumstances the Pound Keeper shall have no obligation to notify the Owner in advance and no obligation to provide any Person the opportunity to reclaim the Dog or Cat or to offer the Dog or Cat for sale or to a Rescue Group.

Care During Redemption Period

38.-(1) During the Redemption Period, the Pound Keeper may:

- (a) vaccinate the impounded Dog or Cat to provide immunization against distemper or any other contagious or infectious disease; and
- (b) provide veterinary care of an injured or ill Dog or Cat as may be necessary to sustain its life, unless the Pound Keeper has determined it is appropriate to euthanize the Dog or Cat in accordance with section 37.

(2) The Pound Keeper may release an impounded Dog or Cat to its Owner upon compliance with section 39.

Redemption

39.-(1) During the Redemption Period, the Owner of the Dog or Cat is entitled to redeem the Dog or Cat upon:

- (a) payment of the applicable Fee for impound and board;
- (b) payment of any costs incurred to inoculate or provide veterinary care to the Dog or Cat;
- (c) providing evidence satisfactory to the Pound Keeper of ownership of the Dog or Cat; and
- (d) providing evidence satisfactory to the Pound Keeper that the Dog or Cat is Licensed under this By-law, or if not, Licencing the Dog or Cat in accordance with this By-law.

(2) The Owner of a Dog or Cat is liable to pay the applicable Fees for impounding the Dog or Cat and the costs incurred for boarding the Dog or Cat and any costs incurred by the City for inoculations and for veterinary care, whether or not the Owner claims the Dog or Cat from the Pound.

Failure to Redeem

- 40.** After the expiration of the Redemption Period, the Pound Keeper may:
- (a) release the impounded Dog or Cat to its Owner in accordance with section 39; or
 - (b) keep, sell or dispose of, including euthanizing the Dog or Cat subject to the applicable provisions of the *Animals for Research Act*, R.S.O. 1990, c. A.22, as amended or replaced from time to time.

Protective Care

- 41.-(1)** The Poundkeeper is authorized to:
- (a) receive Dogs and Cats for protective care, pursuant to an eviction, incarceration, fire or medical emergency, or for any other situation the Pound Keeper determines to be appropriate;
 - (b) temporarily Keep such Dogs or Cats in protective care for a maximum period of five days;
 - (c) charge the Owner of the Dog or Cat kept in protective care, the applicable Fee for board, on a per diem basis and all costs for any required veterinary medical care, when the Dog or Cat is redeemed; and
 - (d) at the end of the five day protective care period, unless other arrangements are agreed to between the Owner and the City, treat such Dog or Cat as having been impounded as running At Large.

Collecting Impound Fees, Board Fees, Vet Costs.

42.-(1) Where a Dog or Cat is seized and impounded under section 35, or accepted for protective care under section 41, the Owner, if known, shall be liable for the impound fees, board fees and any veterinarian costs incurred in accordance with section 38 and section 41 whether the Dog or Cat is claimed from the Pound or not. All amounts are due on demand and if not paid are a debt to the City and collectable in accordance with section 63.

(2) In appropriate humanitarian circumstances, as determined by the License Issuer, the License Issuer, may, in his or her discretion, provide for delayed or instalment payments of or waiver of some or all of the fees and costs provided for in subsection 42(1).

Owner – No - Right to Compensation

43. Neither the City nor the Pound Keeper shall have any liability to any Person for the seizure, impounding, euthanizing, sale or disposal of any Cat or Dog. No compensation, damages, fees or any other amount of money on account of or by reason of the seizure, impounding, euthanizing, sale or disposal of a Dog or Cat shall be recovered by the Owner from the Pound Keeper or the City or paid by the Pound Keeper or the City.

Part 5 – Rescue Groups

Transfer to Rescue Group

44.-(1) Where a Dog or Cat is not redeemed within the Redemption Period, and not sold by the Pound Keeper, the Pound Keeper shall endeavour to place the Dog or Cat with a Rescue Group.

(2) The Pound Keeper shall not release a Dog or Cat to a Rescue Group unless:

- (a) the Redemption Period has passed without the Dog or Cat being claimed;
- (b) the Rescue Group has applied for and received a License for the Dog or Cat;
- (c) the particulars have been recorded in the registry maintained by the Pound Keeper in accordance with subsection 44(3); and
- (d) the Rescue Group has agreed in writing, to the terms and conditions on which care and custody is being provided to the Rescue Group in accordance with this By-law and as established by the License Issuer from time to time.

(3) The Pound Keeper shall maintain a registry for all Dogs and Cats released to a Rescue Group, including without limitation:

- (a) the number of the License issued to the Dog or Cat;
- (b) any particulars the Pound Keeper may have of the Owner of the Dog or Cat;
- (c) the date on which the Dog or Cat is released to the Rescue Group;
- (d) the name of and contact information for the Rescue Group; and
- (e) particulars of any temporary or permanent disposition of the Dog or Cat as reported to it by the Rescue Group.

Rescue Group

45.-(1) A Rescue Group which receives a Dog or Cat released to it from the Pound in accordance with section 44 shall provide care for the Dog or Cat at its own cost and expense,

except as may be provided to the contrary in subsection 45(2) or 45(3) and without limiting the generality of the foregoing the Rescue Group:

- (a) shall endeavour to place the Dog or Cat with a new Owner;
- (b) may place the Dog or Cat with a Rescue Owner approved by the Rescue Group on an interim basis and shall monitor the care provided to the Dog or Cat;
- (c) shall return the Dog or Cat to the Pound Keeper upon the Pound Keeper advising that the original Owner of the Dog or Cat is redeeming the Dog or Cat;
- (d) shall ensure that any such Dog or Cat has been Altered prior to placing the Dog or Cat with a new Owner;
- (e) may cause the Dog or Cat to be Microchipped prior to placing the Dog or Cat with a new Owner;
- (f) shall ensure that the Dog or Cat has received all recommended and required vaccinations where there is no unacceptable medical risk to the Dog or Cat to doing so;
- (g) shall advise the new Owner of the Dog or Cat of the Owner's duty to obtain a License for the Dog or Cat within the period provided for in this By-law;
- (h) shall notify the Pound Keeper in writing, of such particulars of the placement of the Dog or Cat with either a Rescue Owner or a new Owner as the Pound Keeper may require from time to time, including without limitation: name, address phone number of the Rescue Owner or new Owner and the status of the placement; and
- (i) comply with all terms and conditions of the placements established by the License Issuer in accordance with paragraph 44(2)(d).

(2) Where funds are made available by Council for the City for such purpose, the License Issuer may, despite subsection 45(1), provide funding for all or part of the costs of the Rescue Group, in accordance with funding guidelines. Where appropriate, the Licence Issuer may enter into agreements to set out funding terms.

(3) Despite subsection 45(1), the Rescue Group may recover the cost of any vaccination, Altering or Microchipping of the Dog or Cat from a Person who acquires the Dog or Cat from the Rescue Group, provided it has not already recovered such cost pursuant to subsection 45(2).

Feral Cats

46.-(1) The License Issuer may develop, implement and maintain in force, a program to control or monitor Feral Cats which authorizes participants, in accordance with program guidelines to, at its own cost and expense, except as provided to the contrary in subsection 46(5):

- (a) trap Feral Cats;
- (b) have the Feral Cats euthanized in a humane manner, where appropriate in the circumstances;
- (c) cause the trapped Feral Cats to be Altered and Microchipped;
- (d) release the Altered and Microchipped Feral Cats in the same area from which they were captured; and
- (e) manage Feral Cat colonies or groups which have congregated in an identified area.

(2) Participation in any program to control or manage Feral Cats shall be restricted to Rescue Groups approved by the License Issuer upon application in writing, in the form established by the License issuer and in accordance with guidelines established by the License Issuer in establishing the program. The License Issuer may revoke any approval granted.

(3) All Rescue Groups approved to participate in any program to control or manage Feral Cats shall collect and provide to the License Issuer such information as may be required by the License Issuer to assess the program and its success, including without limitation information regarding:

- (a) the number of Feral Cats trapped and euthanized or trapped, Altered, Microchipped and released;
- (b) the location in which Feral Cats were trapped; and
- (c) the size and location of any Feral Cat colonies or groups being managed or monitored by the Rescue Group.

(4) The License Issuer shall maintain a register of the information collected regarding Feral Cats.

(5) Where funds are made available by Council for the City for such purpose, the License Issuer may, despite subsection 46(1), provide funding for all or part of the costs of the Rescue Group, in accordance with funding guidelines. Where appropriate, the License Issuer may enter into agreements to set out funding terms.

Part 6 – Wild Animals

No Feeding Wild Animal – Exceptions

47.-(1) Except as provided in subsection 47(2) and 47(3), no Person shall intentionally Feed a Wild Animal or leave food or Attractants of any type or in any form out of doors on private property or on property owned by the City, any of its local boards, or any corporation owned by the City, in such a manner as to attract, or be accessible by a Wild Animal or by a feral, abandoned or stray Domestic Animal.

(2) Subsection 47(1) does not apply to the Feeding of song birds on a Premises, provided all of the following Feeding requirements are met by the Premises Owner:

- (a) seed is placed in a bird Feeding device that is sufficiently above grade so as not to attract or be accessible by Wild Animals; and
- (b) seeds which have spilled upon the ground are removed by the Premises Owner forthwith and disposed of in a manner that it does not attract Wild Animals or feral or stray Domestic Animals.

(3) Subsection 47(1) does not apply in the following situations:

- (a) the leaving of food as bait in a trap by a Premises Owner to capture a nuisance Animal inhabiting or habituating their property pursuant to *the Fish and Wild Animal Conservation Act, 1997, S.O. 1997, c. 41*;
- (b) the leaving of food as bait by a Licensed trapper, and employee of a licensed wildlife or pest control agency, an Municipal By-law Enforcement Officer, an Ontario Society for the Prevention of Cruelty to Animals Inspector in the performance of their work;
- (c) the leaving of food for the purpose of providing life sustaining resources or as a bait in a trap for Feral Cats by a Person approved to participate in the program in section 46; or
- (d) where permitted to bait under Ontario Regulation 665/98 made under the *Fish and Wild Animal Conservation Act, as amended or replaced from time to time.*

Part 7 – Domestic Animals other than Dogs and Cats

Rabbit Keeping

48.-(1) No Person shall Keep more than six (6) rabbits over the age of 8 weeks in any Dwelling Unit or Premises in the City.

(2) Every Person who Keeps six or fewer rabbits over the age of 8 weeks in a Dwelling Unit or Premises in the City shall ensure:

- (a) that any rabbit routinely kept outside is kept in a rabbit hutch:
 - (i) constructed such that the ground floor of the rabbit hutch is not less than 0.5 metres above ground level;
 - (ii) constructed in such a way as to prevent escape by the rabbit;
 - (iii) located at a distance not less than 12 metres from any Dwelling Unit, shop or store not occupied by the Person Keeping the rabbits; and
 - (iv) located at a distance of not less than 1.2 metres from the property line.
- (b) all refuse and waste matter from any rabbit hutch is disposed of daily in a proper and sanitary manner and no such refuse or waste matter is burned or stored; and
- (c) all food for the rabbits is maintained in a rodent proof container.

Pigeons

49.-(1) Except as provided to the contrary in section 50, no Person shall Keep more than 10 pigeons in a Dwelling Unit or Premises within the City.

(2) Every Person who Keeps 10 or fewer pigeons in a Dwelling Unit or Premises, shall ensure that:

- (a) the pigeons are confined in a pigeon loft;
- (b) any building which is erected, used or maintained as a pigeon loft for the housing of pigeons:
 - (i) has interior walls which are smoothly finished and painted;
 - (ii) is constructed in such a way as to be rodent proof;
 - (iii) has a floor which is at least one half metre (0.5) above ground level;
 - (iv) is constructed in such a manner as to prevent the escape of the pigeons therefrom;
 - (v) is located at a distance of not less than 12 metres from any store, shop, Dwelling Unit or apartment building not occupied by the Owner; and
 - (vi) is located at a distance of not less than 1.2 metres from the property line;
- (c) the inside walls of any building which is erected, maintained or used as a pigeon loft for the housing of pigeons are washed, cleaned or calcimined on the inside at least every six months;
- (d) the floor of any building which is erected, maintained or used as pigeon loft for the housing of pigeons is properly washed each week with water and soap and detergent whether the floor is constructed of wood or concrete;

- (e) all refuse and waste matter from the pigeon loft is disposed of daily in a proper and sanitary manner and no such refuse or waste matter is burned or stored; and
- (f) pigeons are not permitted to escape from or leave the pigeon loft at any time.

Tippler – Homing – Racing – Pigeons

50. Despite section 49, nothing in this By-law shall be deemed to prohibit any Person who is a member of an organized and generally recognized pigeon club from Keeping any number of tippler, homing or racing pigeons provided the Person ensures:

- (a) he or she complies with the provisions of paragraphs 49(2)(a)-(e) inclusive:
- (b) the tippler, homing or racing pigeons:
 - (i) are given liberty for not more than one hour in each forenoon and one hour in each afternoon; and
 - (ii) are banded with an identifying leg band issued by the organized and generally recognized pigeon club to which the Person belongs.

Other Domestic Animals

51.-(1) No Person shall keep in any Dwelling Unit or Premises in the City more than:

- (a) a total of six (6) of any combination of mice, rats, guinea pigs, hamsters and gerbils;
- (b) two ferrets;
- (c) two non-venomous snakes, neither of which shall exceed 4 feet in length or more than two non-venomous lizards, neither of which may exceed 4 feet in length; or
- (d) a total of six of any combination of: domestic cardinals, finches, budgies, bulbuls, canaries, tanagers, amazons, cockatoos, onures, macaws, parakeets, cockatiels, lorikeets, touracos, toucans, orioles, mynahs, magpies, barbets, ascaris, pied hornbills or cock-of-the-rocks.

(2) Every Person who keeps any Domestic Animals in accordance with subsection 51(1) shall ensure same are housed in and kept in an escape proof enclosure.

Part 8 – Enforcement

Enforcement – No Obstruction, Etc.

52.-(1) This By-law may be enforced by the License Issuer and any Municipal By-law Enforcement Officer.

(2) No Person shall hinder or obstruct, or attempt to hinder or obstruct, any Person exercising a power or performing a duty under this By-law.

Offence

53.-(1) Every Person who contravenes any of the provisions of this By-law and any director or officer of a corporation who knowingly concurs in such contravention is guilty of an offence and on conviction is liable to a fine as provided for in the *Provincial Offences Act*.

(2) For the purposes of subsection 53(1), each day on which a Person contravenes any of the provisions of this By-law shall be deemed to constitute a separate offence under this By-law.

(3) The levying and payment of any fine as provided for under the *Provincial Offences Act* shall not relieve a Person from the necessity of compliance with the obligations under this By-law.

(4) The making of a false or intentionally misleading statement or representation in any agreement or request for permission provided for by this By-law shall be deemed to be a violation of the provisions of this By-law.

Right of Entry

54. A Municipal By-law Enforcement Officer may enter onto private property at all reasonable times to seize and impound a Dog or Cat for any reason provided for in this By-law.

Order to Comply

55.-(1) Where the License Issuer is satisfied that a contravention of this By-law has occurred, an order may be made requiring the Person who contravened this By-law or who caused or permitted the contravention to correct the contravention. The order shall set out:

- (a) reasonable particulars of the contravention;
- (b) particulars of the location where the contravention occurred;
- (c) any work to be done or steps to be taken to comply with this By-law;
- (d) the date by which the work must be done or steps taken; and
- (e) provide that if any work specified is not completed by the date specified to the satisfaction of the License Issuer, that the License Issuer may cause the work to be done at the expense of the Premises Owner.

(2) Pursuant to subsection 445(3) of the *Municipal Act, 2001*, as amended, an order pursuant to subsection 55(1) may require the work to be done even though the facts which

constitute the contravention of the By-law were present before this By-law making them a contravention came into force.

Service of Orders

56.-(1) Service of an Order issued under subsection 55(1) shall be given to each Person, by delivering personally to the Person, by mailing by registered mail at the address for the Person who is shown in the records of the Land Titles Office as the registered owner of the Premises on which the contravention occurred, or by posting in a visible location on the Premises in a manner likely to bring it to the attention of the Person being served.

(2) Service of the Order shall be effective upon the date that personal service is effected, or where served by mail or by posting, shall be deemed to be effective on the third day after mailing or posting as the case may be, whether or not it is actually received.

Comply with Order

57.-(1) Every Person who is served with an order under this By-law shall comply with the requirements of the order within the time period specified in the order, unless :

- (a) the order provides for work to be done by the Person served; and
- (b) such Person has within the period for compliance, filed a request for a hearing before the Hearing Committee established pursuant to the City's Procedure By-law then in effect, and submitted the applicable Fee for administrative costs ~~fee~~ within 10 Business Days of the date that service of the order is effective.

(2) In the event that the License Issuer determines that the request is out of time or that the administrative fee has not been paid, the License Issuer shall notify the applicant for the hearing that no hearing will be scheduled. If the request is compliant with this By-law, the License Issuer shall refer the request to the City Clerk.

(3) When asked to do so by the License Issuer, the City Clerk shall set a date, time and place for a hearing before the Hearing Committee and give notice of the date, time and place of the hearing to the applicant by mail, addressed to the applicant at the address set out in the application and service shall be deemed effective on the third day after mailing, whether or not it is actually received.

Hearing

58.-(1) On the date and time scheduled for the hearing, or such later date as may be set or consented to by the Hearing Committee, the Hearing Committee may hear and view any evidence provided by the License Issuer and by the applicant for the hearing and may:

- (a) reverse the Order;
- (b) uphold the Order; or
- (c) modify any or all of the conditions of the Order.

(2) The onus is on the applicant for the hearing to provide evidence satisfactory to the Hearing Committee that the relief being sought should be granted.

(3) Upon the Hearing Committee reaching a decision, the City Clerk shall give notice of the decision in writing to the applicant for the hearing at the address for the applicant set out in the application. Service shall be effective in accordance with section 34. The decision of the Hearing Committee is final.

Remediation by City

59. Where a Person fails to comply with the requirements of the order under subsection 55(1) within the time period specified in the order and no appeal has been filed to the Hearing Committee, or where there has been an appeal, but the order was upheld in whole or in part, the License Issuer may cause such work to be done or take such steps as are necessary to meet the requirements of the order or the order as amended, at the cost and expense of the Premises Owner, recoverable in accordance with section 63.

Attendance Fee

60.-(1) Enforcement fees shall be payable in accordance with the provisions of the User Fees By-law then in effect.

(2) Any fee payable pursuant to subsection 60(1) shall be in addition to:

- (a) any fine levied upon conviction of an offence under this By-law; and
- (b) any costs incurred for remediation.

(3) No fee payable pursuant to subsection 60(1) shall be waived or cease to be payable in the event that no charge is laid or a charge that is laid does not lead to a conviction.

Prohibition Order

61. When a Person has been convicted of an offence under this By-law, the Ontario Court (Provincial Division), or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the Person convicted, issue an order prohibiting the continuation of the offence or doing of any act or thing by the Person convicted directed towards the continuation of the offence.

Collection of Fees and Charges

63.-(1) All Fees and charges payable under this By-law, including without limitation, Fees and charges incurred in the impounding and boarding of seized Dogs and Cats, costs incurred in remediation under section 59, attendance fees incurred under section 60 are due on demand, and if unpaid, are a debt owing to the City in the nature of fees and charges and shall bear interest at the rate established in the City's Miscellaneous User Fee By-law then in effect, as the rate applicable to overdue accounts, from the date of demand until payment in full. The debt may be enforced by any means open to the City, and without limiting the generality of the foregoing, the debt in the nature of fees and charges may, if applicable, be added to the tax roll of any property for which all of the owners are responsible for payment of the debt, and thereafter collectable as property taxes. All remedies open to the City are cumulative

(2) All Fees and charges incurred under this By-law are payable whether or not there is a charge laid, and whether or not any charge laid leads to a conviction and whether or not a fine has been paid as a result of a charge being laid.

Part 9 – General

Confidential Information

64.-(1) The License Issuer is authorized to collect Personal information for the purposes of administering this By-law.

(2) All information submitted to and collected by the City in accordance with this By-law shall, unless the City Clerk determines otherwise, be available for disclosure to the public in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (MFIPPA).

(3) In the event that any Person in submitting information to the City or to the License Issuer in any form, as required under this By-law, where such information is confidential or proprietary or otherwise may be exempt from disclosure under the MFIPPA, the Person submitting the

information shall so identify that information upon its submission to the City or the License Issuer and shall provide sufficient details as to the reason for its purported exemption from disclosure.

Short Title

65. This By-law shall be known as the “Animal Care and Control By-law”.

Repeal

66.-(1) By-law 2002-285 of the City of Greater Sudbury and every by-law amending By-law 2002-285 are hereby repealed.

(2) Where a by-law is repealed by this By-law, the repeal does not:

- (a) revive any by-law not in force or existing at the time of which the repeal takes effect;
- (b) affect the previous operation of any by-law so repealed;
- (c) affect any right, privilege, obligation or liability acquired, accrued, accruing, or incurred under the by-law so repealed; or
- (d) affect any offence committed against any by-law so repealed or any penalty or forfeiture or punishment incurred in respect thereof; or affect any investigation, legal proceeding or remedy in respect of such privilege, obligation, liability, penalty, forfeiture or punishment.

Transition

67.-(1) Any registration and Tag of a Dog or Cat effected under By-law 2002-285, as amended, shall be continued as a License under this By-law until its expiry on December 31st, 2016, despite the repeal of By-law 2002-285 as amended.

(2) Any enforcement proceeding commenced under By-law 2002-285 shall continue despite the repeal.

Effective

68. This By-law shall come into full force and effect on March 1, 2017.

Read and Passed in Open Council this 10th day of January, 2017

_____ Mayor

_____ Clerk

UNOFFICIAL
CONSOLIDATED
VERSION