



## REQUEST FOR DECISION

File # 3900-20, 4020-20

**Report To:** Mayor and Council  
**From:** Director of Public Safety, Fire Chief  
**Presenter:** Robert Norton  
**Subject:** Administration Report No. 0123/23  
Animal Control Amendment Bylaw No. 2584, 2023  
**Meeting:** Regular Council  
**Meeting Date:** 14 Nov 2023

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### RECOMMENDATION:

"THAT, Animal Control Amendment Bylaw No. 2584, 2023, be introduced and read for the first three times by title only."

### CAO'S COMMENTS:

**The proposed amendments to the Animal Control Amendment Bylaw suggest changes to improve compliance, effectiveness and accessibility of dog licensing processes.**

### ALTERNATIVE RECOMMENDATION:

**"THAT, Administration Report No. 0123/23 - Animal Control Amendment Bylaw No. 2584, 2023 be received for information".**

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### KEY ISSUES(S)/ CONCEPTS DEFINED:

Dog licensing is an important part of pet ownership. It is used to assist Bylaw Officers and SPCA shelter staff by providing an assigned number to each dog to be able to trace the owner information, and allows staff to quickly and safely reunite dogs with their owners.

**The bylaw amendments, as outlined in the report to Council, reflect the changes required to implement the new licensing system that will be replacing the City's current licensing process.**

**There are a number of issues with the current licensing structure including only one method**

**of purchasing licenses, multiple different fees for unaltered/altered dogs, and the administrative burden associated with having all licenses be required to renew at the same time.**

**Transitioning to the DocuPet online pet licensing system will provide a number of benefits including reduced administrative workload, improved options for dog owners to purchase a license, and will simplify the fee structures.**

**At the present time there are different fees for dog licenses. They include:**

- | Unaltered dogs; and,**
- | Altered dogs (spayed or neutered)**

**The increased fee for unaltered dogs discourages pet owners from purchasing a license, and research has shown that it has a minimal impact on encouraging pet owners to spay/neuter their pets by offering a discounted rate. It also creates confusion in communications about the license fee, and creates a barrier for licensing by requiring pet owner to provide documentation as proof of their altered dogs. Eliminating the different fee for unaltered dogs would simplify the fee structure by having one fee for all licenses.**

**At present time all licenses are only obtainable in person through City Hall or the BC SPCA North Branch. This does not give dog owners the opportunity to easily comply with the bylaw if they have accessibility problems, or other issues which prevent them from the in-person licensing method.**

**RELEVANT POLICY:**

**City of Fort St. John Animal Control Bylaw No. 2556, 2021**

**Bylaw Notice Enforcement Act**

**City of Fort St. John Bylaw Notice Enforcement Bylaw No. 2555, 2021**

<b>IMPLICATIONS OF RECOMMENDATION</b>
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**COMPLIANCE WITH STRATEGIC PILLARS:**

**Vibrant Community – Invest in community safety, social, cultural, and recreational programs.**

**COMPLIANCE WITH STRATEGIC PRIORITIES: N/A**

**GENERAL:**

**ORGANIZATIONAL:**

**FINANCIAL:**

**\$2,499 one time system implementation fee.**

**\$133.00 monthly fee.**

**FOLLOW UP ACTION:**

**Staff will continue with the current in-person licensing system as the transition to the new online pet licensing system proceeds for 2024.**

**COMMUNITY CONSULTATION: N/A**

**COMMUNICATION: Staff have shared the details of the new licensing program with the BC SPCA. It is anticipated that the new process will have minimal impact to future operating agreements between the City and BC SPCA.**

**DEPARTMENTS CONSULTED ON THIS REPORT:**

**Bylaw Department**

**Communications Department**

**Corporate Services**

**Finance Department**

**Information Technology Department**

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**Attachments:**

Animal Control Bylaw No. 2556, 2021 with Mark Up

Animal Control Amendment Bylaw No. 2584, 2023

**RESPECTFULLY SUBMITTED:**

**Bonnie Isenberg, Bylaw Supervisor**

**03 Nov 2023**

**City of Fort St. John**

**Animal Control Bylaw No. 2556, 2021**

**A bylaw to regulate the keeping of animals in the City of Fort St. John**

The Council of the City of Fort St. John in open meeting assembled enacts as follows:

**TITLE**

1. This Bylaw may be cited as “Animal Control Bylaw No. 2556, 2021”.

**REPEAL**

2. The City of Fort St. John Animal Control Bylaw No. 2527, 2020 is hereby repealed.

**PART ONE – DEFINITIONS**

3. In this bylaw:

“**AGGRESSIVE DOG**” means a Dog that is a “dangerous dog” as defined under section 49 of the *Community Charter* or has, in the absence of a Mitigating Factor:

- a) aggressively pursued or harassed a person, cat or Animal;
- b) displayed aggressive behaviour including, but not limited to, growling, snarling, lunging;
- c) displayed a disposition, propensity or potential to attack or injure a person, cat or Animal;  
or
- d) presented a continuing threat of serious harm to humans, cat or Animals.

“**AGRICULTURE**” means the science, occupation or practice of cultivating the soil, producing crops, and raising livestock to provide food, wool, and other products.

“**ANIMAL**” means any member of the animal kingdom but excludes the human species and domestic cats.

“**AT LARGE**” means not being under the direct and continuous control of the Owner either by being:

- a) securely contained or tethered in or upon the property of its Owner;
- b) securely confined within a building or escape proof enclosure; or
- c) in the care and control of a Competent Person who is exercising direct control over it.

“**ATTACK**” means a Dog, in the absence of Mitigating Factors:

- a) physically forces Aggressive behaviour on a human, Animal or cat; or
- b) causes injury, disfigurement, temporary or permanent physical or mental disability, or death to a human, Animal or cat.

**PART ONE – DEFINITIONS** (continued)

3. In this bylaw:

**“BASIC CARE”** means the provision of:

- a) adequate and appropriate food and potable water in sanitary receptacles;
- b) shelter in an area of sufficient size and which is maintained to prevent the Animal from suffering discomfort and which includes clean bedding material;
- c) adequate exercise suitable for breed; and
- d) veterinary care as may be required to maintain the health and comfort of the particular Animal.

**“BITE”** means the breaking, puncturing or bruising of the skin caused by the teeth of a Dog.

**“BITING DOG”** means a Dog that has, in the absence of a Mitigating Factor, bitten a person, Animal or cat.

**“BOULEVARD”** means that portion of a highway between the curb or edge of a constructed roadway and the adjacent parcel boundary.

**“BYLAW ENFORCEMENT OFFICER”** means any person appointed by Council or their designate to administer and enforce the provisions of this Bylaw, and a person so appointed is designated an animal control officer for the purposes of section 49 of the *Community Charter*.

**“CITY”** means the City of Fort St. John.

**“CHIEF ADMINISTRATIVE OFFICER”** means the Chief Administrative Officer position as defined in section 147 of the *Community Charter*.

**“COMPETENT PERSON”** means a person who is physically and mentally able to control a Dog and to ensure compliance with this Bylaw.

**“COUNCIL”** means the municipal Council of the City.

**“DOG”** means any Animal of the *canis familiaris* species irrespective of age or sex.

**“FOWL”** means any Galliform including, but not limited to, chickens, ducks, geese, turkeys, pigeons, guinea fowl, and domestic and poultry birds of any kind.

**“KEEP”** means own, possess, harbour or have custody of an Animal, whether temporarily or permanently.

**PART ONE – DEFINITIONS** (continued)

3. In this bylaw:

**“LEASH”** means a device, or use of a device, made of metal, nylon or other similar strong material no more than three meters in length and of sufficient strength and design to restrain the size and strength of a dog for which it will be used. One end must remain securely affixed to a collar or harness securely attached to the animal with the other end held by a person capable of controlling the dog at all times.

**“LIVESTOCK”** includes, but is not limited to:

- a) Animals of the bovine, equine or ovine and caprinae species; and
- b) all other Animals that are kept for Agriculture purposes.

**“MICROCHIP”** means an approved Canadian standard encoded identification device implanted into an Animal, which contains a unique code that permits or facilitates access to Owner information, including the name and address of the Owner of the Animal.

**“MITIGATING FACTOR”** means a circumstance that excuses the aggressive behaviour of a Dog and includes:

- a) responding to an attack by a person or aggressive Animal or cat;
- b) responding to an attack by a person or aggressive Animal or cat on the Dog’s offspring;
- c) responding to teasing, provocation or torment;
- d) protecting its Owner from physical harm; or
- e) defending the real or personal property of its Owner from trespass, damage or theft.

**“MUZZLE”** means the application of a device of:

- a) adequate strength and design;
- b) that fits over the mouth of a Dog;
- c) that cannot be removed by the Dog;
- d) prevents the Dog from biting; and
- e) does not interfere with the breathing, panting or vision of the Dog or with the Dog's ability to drink.

**“OWNER”** means any Person:

- a) owning, possessing or harbouring a Dog or other Animal;
- b) having care and control over a Dog or other Animal; or
- c) suffering or permitting a Dog or other Animal to remain about the person’s property.

**“PARCEL”** means any lot, block of land or other area that is recorded in the records of the Land Title Office.

**“PARK”** means an area permanently devoted to recreational uses and generally characterized by its natural, historic or landscaped features, used for both passive and active forms of recreation and does not include stormwater management ponds.

**PART ONE – DEFINITIONS** (continued)

3. In this bylaw:

“**POUNDKEEPER**” means a person or persons appointed from time to time by Council, to be the Poundkeeper, or the authorized agent of any corporation or society with whom Council has an agreement to act as Poundkeeper, or any person or persons that Council may authorize to assist the Poundkeeper to enforce this Bylaw.

“**SECURE ENCLOSURE**” means a structure:

- a) at least 2 meters in height;
- b) having a concrete, stone or asphalt floor;
- c) with wire or steel mesh sides and roof;
- d) with the floor securely attached to the sides or the sides embedded in the ground to a minimum depth of thirty centimeters; and
- e) constructed and locked in such a fashion as to prevent the escape of a Dog and to prevent the entry of any persons except those persons authorized by the Owner.

“**SERVICE DOG**” means any Dog trained and certified by an accredited institution:

- a) as a law enforcement Dog; or
- b) to aid a hearing or visually impaired, physically or developmentally challenged person.

“**UNLICENSED DOG**” means a Dog:

- a) for which the licence for the current year has not been obtained; or
- b) to which a licence tag is not attached.

**PART TWO – LICENSING REQUIREMENTS**

4. ~~For the purpose of this Part, the Owner of a Dog is responsible for providing proof that their Dog is less than three months of age. For the purpose of this Part, the Owner of a Dog is responsible for providing proof that:~~

- ~~a) their Dog is spayed or neutered; and~~
- ~~b) their Dog is less than three months of age.~~

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5. ~~An Owner shall make application and pay the Licence fee as set out in Schedule 'A' of this Bylaw as soon as his or her Dog is three months of age. An Owner of a Dog that is three months of age or older must:~~

- ~~a) obtain a licence for that Dog for the current calendar year; and~~
- ~~b) must thereafter obtain a new licence for each subsequent calendar year.~~

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6. ~~At the time of application, the Owner shall pay the licence fee set out in Schedule "A" for the type of licence sought. An Owner may apply to licence a Dog for the current calendar year or for a calendar year commencing in less than three months by completing an application in the form prepared by the Chief Administrative Officer or his or her delegate.~~

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7. If a person comes into possession of a Dog aged three months or more, the requirement under Section 5 shall apply within one week of the person coming into possession of the Dog.

**PART TWO – LICENSING REQUIREMENTS** (continued)

- ~~8.~~ If an application is made after the 1<sup>st</sup> day of September because:
- ~~a) the Dog was less than three months of age prior to that date;~~
  - ~~b) or the owner did not possess the Dog one week prior to that date;~~
- ~~the applicable licence fee shall be reduced by one half.~~

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~~9-8.~~ Pursuant to Section 34(a) of this Bylaw, if the Owner's Dog is an Aggressive Dog the Owner shall apply for an Aggressive Dog licence.

~~10-9.~~ Pursuant to Section 35(a) of this Bylaw, if the Owner's Dog is a Biting Dog the Owner shall apply for a Biting Dog licence.

~~11.~~ At the time of application, the Owner shall pay the licence fee set out in Schedule "A" for the type of licence sought.

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~~12.~~ The Owner may pay the reduced fee set out in Schedule "A" for neutered or spayed Dogs provided the Dog is neither a Biting Dog nor an Aggressive Dog and the Owner:

- ~~a) presents a certificate signed by a duly qualified veterinarian saying that the Dog is neutered, spayed or that the Dog is incapable of producing offspring; or~~
- ~~b) executes a statutory declaration declaring that the Dog is neutered or spayed.~~

~~13.~~ The Owner may pay the reduced fee set out in Schedule "A" for persons sixty five years of age or older provided the Dog is neither a Biting Dog nor an Aggressive Dog and the Owner establishes his or her date of birth with photo identification.

~~14-10.~~ Upon successful application and payment of the applicable licence fee by the Owner, the Dog Owner will be issued a tag for the Dog. Upon successful application and payment of the applicable licence fee by the Owner, the City will issue a tag for the Dog.

~~15-11.~~ Every Owner shall:

- ~~a) affix the tag to the Dog's collar or harness; and~~
- ~~b) ensure that the collar and tag are worn by Dog.~~

~~16-12.~~ When a tag is lost or destroyed, the Owner shall obtain a replacement tag and pay the replacement fee as set out in Schedule 'A'. When a tag is lost or destroyed, the City will issue a replacement tag upon payment of the fee identified in Schedule "A" for the issuance of a replacement tag.

~~17-13.~~ Licences and tags issued under this Bylaw shall expire one (1) year from the date the Licence was issued, and are not transferable to another Dog or Owner. Licences and tags are only valid for the year for which they are issued and are not transferable to another Dog or Owner.

~~18-14.~~ Licence fees are non-refundable.

**PART TWO – LICENSING REQUIREMENTS** (continued)

- ~~19-15.~~ An Owner who is visiting the City for a period:
- a) not exceeding two consecutive weeks; or
  - b) not exceeding thirty days in a calendar year;
- is exempt from this Part.

16. No person may Keep more than three Dogs on a parcel or within a dwelling.

17. Under this Bylaw, exemptions for licencing requirements are made for Owners of the following Dogs, provided the Owner supplies appropriate documentation:

- a) Service Dogs as defined under this Bylaw;
- b) Dogs owned by the Royal Canadian Mounted Police; and
- c) Dogs within educational facilities where Animals are being kept for study, research or teaching purposes in conjunction with and under the direct sponsorship of a school or the Ministry of Education.

~~20.~~

**PART THREE – RESPONSIBILITY OF OWNER**

21-18. Every Owner shall take effective measures to ensure that their Dog:

- a) is not At large;
- b) does not bite or attack a person, Animal or cat; or
- c) does not damage public or private property.

22-19. Every Owner shall Keep their Dog leashed when the Dog is in a public place unless that place has been designated an off-leash area.

23-20. Despite subsection 21(a), Council may by resolution designate off-leash areas where licensed Dogs are permitted to be At Large.

24-21. Every Owner of a female Dog in heat shall Keep the Dog on the Owner's property and:

- a) confined indoors;
- b) confined within a securely fenced side or rear yard where the fence is of adequate design and dimension to prevent the Dog from escaping the yard and any gate in such fenced areas shall be locked at all times when the Dog is in the fenced area;
- c) confined in a Secure Enclosure; or
- d) securely leashed or harnessed with a non-retractable leash no more than two metres in length and under the effective control of a Competent Person over the age of sixteen years.

25-22. An Owner must immediately remove feces deposited by the Owner's Dog on property other than the Owner's property.

26-23. An Owner who is legally blind is exempt with respect to feces deposited by a Service Dog.

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~~27-24.~~ An Owner must maintain the premises in which a Dog is kept in a clean, sanitary and inoffensive condition.

~~28-25.~~ No Owner shall permit or allow their Dog on any school ground, playground, park or sports field where Dogs are expressly prohibited.

**PART FOUR – CARE OF ANIMALS**

~~29-26.~~ No person shall Keep an Animal or cat in the City unless the Animal is provided with Basic Care.

~~30-27.~~ No person shall harbour or Keep an Animal or cat outdoors unless provided with shelter of adequate size to allow the Animal or cat to enter, stand and turn around freely, lie and sit in a normal position, so as to:

- a) provide sufficient protection from the elements; cold, wetness and heat, for the breed;
- b) provide adequate shade to protect from direct sun;
- c) contains dry bedding that will assist with maintaining normal body temperature; and
- d) regularly cleaned and sanitized and all excreta removed at least once per day.

~~31-28.~~ No person shall confine an Animal or cat in any motor vehicle or enclosed area without providing adequate ventilation to prevent the Animal or cat from suffering from distress, discomfort or injury due to heat or cold.

~~32-29.~~ No Owner or other person shall tether, tie or fasten a Dog to any fixed object by using a rope, chain, cord, choke chain or choke collar directly around the animal's neck.

33. An Owner who knows or suspects that an Animal has a communicable disease must:
- a) isolate the Animal for the period of time that the Animal has a communicable disease;
  - b) seek the assistance of a qualified veterinarian; and
  - c) follow the orders of such veterinarian, Bylaw Enforcement Officer, or other provincial officers who have authority to issue orders.

**PART FIVE – AGGRESSIVE DOGS**

34. An Owner of an Aggressive Dog shall:
- a) obtain an Aggressive Dog licence;
  - b) have a Microchip implanted in the Dog and provide proof of implantation of the Microchip to the Bylaw Enforcement Officer within fourteen days of the issuance of the Notice under Part Seven of this Bylaw;
  - c) take all necessary steps to ensure that the Dog does not Bite, chase or attack any person, cat or Animal;
  - d) post signage on the Owner's property indicating Dog on Premises;
  - e) when the Dog is on the Owner's property, keep the Dog:
    - i. confined indoors;
    - ii. confined within a securely fenced side or rear yard where the fence is of adequate design and dimension to prevent the Dog from escaping the yard and any gate in such fenced areas is locked at all times when the Dog is in the fenced area; or
    - iii. confined in a Secure Enclosure;

**PART FIVE – AGGRESSIVE DOGS** (continued)

34. An Owner of an Aggressive Dog shall: (continued)
- f) when the Dog is off the Owner's property keep the Dog harnessed or leashed securely with a non-retractable leash no more than two metres in length and under the effective control of Competent Person over the age of sixteen years to effectively prevent it from attacking or biting a person or Animal;
  - g) notify the Bylaw Enforcement Officer within forty-eight hours of:
    - i. any changes in residency or ownership of the Dog; or
    - ii. the death of the Dog.

**PART SIX – BITING DOGS**

35. An Owner of a Biting Dog shall comply with the requirements of subsections 34(b)-(f) of this Bylaw that apply to an Owner of an Aggressive Dog and shall:
- a) obtain a Biting Dog licence;
  - b) muzzle the Biting Dog when the Biting Dog is off the Owner's property; and
  - c) confine the Biting Dog in a Secure Enclosure when the Biting Dog is on the Owner's property.

**PART SEVEN – NOTICE**

36. Where a Bylaw Enforcement Officer has reason to believe that a Dog is an Aggressive Dog or a Biting Dog, the Bylaw Enforcement Officer may issue and serve upon the Owner a notice in letter form stating that the Owner's Dog meets the definition of an Aggressive Dog or a Biting Dog and advising the owner of the requirement set out in sections 34 and 35 as they apply to the Owner's Dog.
37. The notice set out in Section 36 may be served on the Owner:
- a) by personally handing the notice to the Owner;
  - b) by handing the notice to an adult person on the Owner's property;
  - c) by posting the notice upon some part of the Owner's property and by sending a copy by regular mail; or
  - d) by mailing a copy by prepaid registered mail to the last known address of the Owner.
38. Where a notice is delivered by the methods set out in subsections 37(c) or (d) the notice shall be deemed to be served seven days after the notice was mailed.
39. The notice set out in Section 36 shall include a statement advising the Owner of the Dog of the ability to appeal the determination of the Bylaw Enforcement Officer to Council.

**PART SEVEN – NOTICE** (continued)

40. An owner, following a period of at least one year from the date indicated on the written notice stating that the Owner's Dog meets the definition of an Aggressive Dog, may apply to the municipality for relief from the requirements of Section 34 provided that:
  - a) the municipality 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 humane, force-free training course, deemed acceptable by a Bylaw Enforcement Officer as acting reasonably to address the Dog's aggressive behaviour.
41. If a Dog displays aggressive behaviour again or the municipality receives further complaints on the Dog after relief has been granted, the requirements of section 34 shall apply in perpetuity.

**PART EIGHT - APPEAL**

42. An Owner of a Dog who has received a notice pursuant to Section 36 of this Bylaw may appeal the findings of the Bylaw Enforcement Officer to Council within thirty days of service of the notice and Council may hold a hearing to determine the merits of the Owner's appeal.
43. Upon receipt of an application for an appeal, the City shall give the Owner of the Dog at least seven days' written notice of the appeal hearing.
44. After a hearing, Council may:
  - a) confirm or reverse the findings of the Bylaw Enforcement Officer;
  - b) make a finding that the Dog is not a Biting Dog but is an Aggressive Dog; or
  - c) in consultation provide recommendations for other actions.

**PART NINE - ANIMAL CONTROL**

45. No person shall Keep an Animal listed in Schedule "B" within the boundaries of the City.
46. No person shall tie, secure or fasten an Animal to any traffic control post, sign, parking meter, power pole, light standard or telephone pole.
47. No person shall Keep bees in the City contrary to the City of Fort St. John Beekeeping Bylaw as amended from time to time.
48. No person shall Keep Fowl within the city limits.
49. No person shall permit any Fowl or Animal to be At Large.

**PART TEN – KEEPING OF LIVESTOCK**

50. No person shall Keep Livestock, unless the keeping is part of an agricultural use of land permitted under the City's Zoning Bylaw.
51. The use of land or building or other premises for keeping of Livestock is subject to the provisions of the Zoning Bylaw, as amended from time to time.
52. No person shall permit any Livestock to be At Large.
53. No person shall deposit manure in the City's solid waste bins, or the City's sewage or storm drain system.

**PART ELEVEN - RESPONSIBILITY OF CITY ADMINISTRATION**

54. The Council may establish one or more pounds for the keeping and impounding of Dogs and the Poundkeeper shall make all rules and regulations not inconsistent with this Bylaw pertaining to the administration of the pounds.
55. Designated City staff shall keep a record for each licence issued which shall include:
  - a) the full name and address of the Owner;
  - b) the breed, colour, sex and any Microchip information for the Dog;
  - c) the number stamped on the tag issued to the Owner; and
  - d) the amount of licence fee paid by the Owner.

**PART TWELVE - SEIZURE AND IMPOUNDMENT**

56. The Poundkeeper, RCMP Officer or Bylaw Enforcement Officer may seize and impound:
  - a) an Animal unlawfully At Large on a highway or in a public place;
  - b) an Unlicensed Dog;
  - c) an Animal straying or trespassing on private property;
  - d) an Animal on unfenced land and not securely tethered or contained;
  - e) an Animal that the Poundkeeper, RCMP Officer or Bylaw Enforcement Officer determines is subject to suffering, or
  - f) an Animal presenting a threat of serious harm to a human, Animal or cat.
57. Where an Animal has been seized and impounded pursuant to subsection 56(e) of this Bylaw and the Poundkeeper, RCMP Officer or Bylaw Enforcement Officer determines that the Animal's suffering cannot be otherwise reasonably addressed, the City or the Poundkeeper may retain a veterinarian licensed to practice in British Columbia to humanely destroy the Animal.
58. Where an Animal has been seized under this Part, the Poundkeeper shall impound the Animal for a period of at least seventy-two hours, excluding Sundays and statutory holidays, unless the Owner claims the Animal and takes possession of it earlier.

**PART TWELVE - SEIZURE AND IMPOUNDMENT** (continued)

59. The Owner, or the Owner's agent, may take possession of an impounded Animal upon payment to the Poundkeeper of:
- a) the appropriate license fee if the Animal is an Unlicensed Dog;
  - b) kennel fees that have accrued; and
  - c) any veterinarian fees incurred by the City while the Animal is at the pound.
60. Where an Owner fails to claim and take possession of an Animal within the seventy-two-hour time period set out in Section 58, the Animal may be humanely destroyed, sold or otherwise disposed of.
61. An Owner of an impounded Animal is liable to pay the following fees set out in Schedule "A" to this Bylaw regardless of whether or not the Owner claims the Animal:
- a) the kennel fees, which fees are imposed for every twenty-four-hour period or fraction thereof the Dog or Animal has been impounded;
  - b) the veterinarian fees if the Animal received veterinarian care; and
  - c) the destruction fee if the Animal is destroyed.

**PART THIRTEEN – ENFORCEMENT**

62. No person shall interfere with, hinder or obstruct an authorized person in the exercise or performance of his or her powers, duties or functions under this Bylaw including, without limiting the generality of the foregoing, by:
- a) not providing or providing false information;
  - b) unlocking or unlatching or otherwise opening a vehicle or enclosure in which an impounded Animal has been placed;
  - c) removing or attempting to remove any Animal from the possession of a Poundkeeper, RCMP Officer or Bylaw Enforcement Officer;
  - d) removing, or attempting to remove, an Animal from the pound except in accordance with this Bylaw; or
  - e) failing to stay at the scene or leaving the scene of a Dog Attack or Bite.
63. Any person designated as a Bylaw Enforcement Officer pursuant to the City of Fort St. John's Bylaw Enforcement Notice is hereby authorized and empowered to enforce the provisions of this Bylaw to the Bylaw Notice Enforcement Bylaw No. 2428, 2018, as amended from time to time.

**PART FOURTEEN – OFFENCES AND PENALTIES**

64. Any Person who contravenes, violates, or fails to comply with any provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention or violation of this Bylaw, or who fails to do anything required by this Bylaw, commits an offence and shall be liable, upon conviction, to prosecution and the penalties imposed, together with the cost of the prosecution and any other penalty or order imposed pursuant to the Community Charter or the Offence Act as amended from time to time.

**PART FOURTEEN – OFFENCES AND PENALTIES** (continued)

65. If an offence continues for more than one day, each day that the offence continues constitutes a separate and distinct offence.
66. Nothing in this Bylaw limits the City from utilizing any other remedy that is otherwise available to the City at law.

**Tickets**

67. The City designates this Bylaw as a Bylaw that may be enforced by means of a ticket in the form prescribed for that purpose by the Community Charter and the Community Charter Bylaw Enforcement Ticket Regulation.

**Bylaw Notices**

68. The section number set forth in Column 1 of Schedule “C” of this Bylaw designates the offence which has been committed opposite the section number appearing in Column 2 of Schedule “C” of this Bylaw for the purposes of issuing tickets under the bylaw notices under the Local Government Bylaw Notice Enforcement Act.
69. The amounts appearing in Column 3 of Schedule “C” of this Bylaw are the penalties set pursuant to the Local Government Act of the corresponding offences designated in Column 1 for the purposes of issuing tickets under the Community Charter and the Community Charter Bylaw Enforcement Ticket Regulation and bylaw notices under the Local Government Bylaw Notice Enforcement Act.
70. The penalty for a contravention dealt with by bylaw notice in accordance with the Bylaw Notice Enforcement Bylaw No. 2428, 2018 is as follows:
  - a) The penalty amount set out in column 3 of Schedule “C” is payable for the corresponding contravention;
  - b) The early payment penalty set out in column 4 of Schedule “C” applies if payment is received by the City within 14 days of the Person receiving or being presumed to have received the bylaw notice; and
  - c) The late payment penalty set out in Column 5 of Schedule “C” applies if payment is received more than 31 days after the Person received or is presumed to have received the bylaw notice.
  - d) The penalty and corresponding contravention may be available for a compliance agreement and 50% penalty reduction with the City as set out in column 6 of Schedule “C”.

**PART FIFTEEN - EXEMPTIONS**

71. Nothing in this Bylaw shall apply to prohibit the keeping of an Animal in the following places or circumstances:
- a) in a veterinary hospital under the care of a licensed veterinarian;
  - b) in a public or BC SPCA pound; or
  - c) within educational facilities where Animals are being kept for study, research or teaching purposes in conjunction with and under the direct sponsorship of a school or the Ministry of Education.
72. Part Two of this Bylaw shall not apply to Dogs owned by the Royal Canadian Mounted Police.
73. Parts Four through Eight shall not apply to Dogs owned by the Royal Canadian Mounted Police solely by reason of any events or actions which occur while the Dogs are engaged in police work.

**PART SIXTEEN – IN FORCE**

74. This Bylaw shall come into effect on the day of its adoption.
75. If any Court of competent jurisdiction declares any phrase, sentence or section of this Bylaw invalid, the invalid portion shall be severed and the severance shall not affect the validity of the remainder of the Bylaw.
76. The Schedules attached to this Bylaw form part of this Bylaw.

READ FOR THE FIRST THREE TIMES THIS 12<sup>th</sup> DAY OF October, 2021

ADOPTED THIS 25<sup>th</sup> DAY OF October, 2021

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BYRON STEWART  
ACTING MAYOR

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BONNIE MCCUE  
CORPORATE OFFICER



SCHEDULE A - FEES

SERVICE	AMOUNT OF FEE
Processing an application for a licence for:	
a) Each <del>Dog that is not spayed or neutered</del> licence	<del>\$20.00</del> \$15.00
b) <del>Each dog that is neutered or spayed *</del>	<del>_____</del> \$5.00
c) <del>Each dog owned by a Senior Citizen **</del>	
<del>d)</del> Replacement tag issuance (loss or destruction)	_____ \$5.00
c) Each Biting or Aggressive Dog	\$100.00
d) <u>Service Dog or exempt Dog</u>	<u>No Fee</u>
e)	
Kennel Fees:	
1. Dogs	
a) First day of impoundment	\$20.00
b) For each twenty-four-hour period of impoundment	\$20.00
c) For each twelve-hour period of impoundment	\$10.00
d) First day of impoundment for a Biting or Aggressive Dog	\$50.00
e) For each twenty-four-hour period of impoundment of a Biting or Aggressive Dog	\$20.00
f) For each twelve-hour period for impoundment of a Biting or Aggressive Dog	\$20.00
2. Other Animals	
a) First day of impoundment	\$10.00
b) For each twenty-four-hour period of impoundment	\$10.00
Livestock and Fowl	
a) First day of impoundment	\$20.00
b) For each twenty-four-hour period of impoundment	\$20.00
❖ <i>Half days fees do not apply</i>	
3. Veterinarian Fees	Actual Costs
4. Fee to Euthanize or Destroy	
a) Dog	Actual Costs
b) Animal other than a Dog	Actual Costs

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**\* Proof of Neuter or Spay is required to be shown or provided when purchasing dog licenses**

~~\*\* These fees will be available to senior citizens (age 65 or older) on proof of age when dog licenses are purchased.~~

#### SCHEDULE B - PROHIBITED ANIMALS

##### MAMMALS

1. Artiodactyla (such as cattle, goats, sheep, pigs) except when kept as permitted Livestock
2. Canidae (such as coyotes, wolves, foxes, hybrid wolf dogs) except Dogs
3. Chiroptera (bats such as fruit bats, myotis, flying foxes)
4. Edentates (such as anteaters, sloths, armadillos)
5. Felidae (such as tigers, leopards, cougars) except domestic cats
6. Hyaenidae (such as hyenas)
7. Lagomorpha (such as hares, pikas) except rabbits
8. Marsupials (such as kangaroos, opossums, wallabies) except sugar gliders derived from self-sustaining captive populations
9. Mustelidae (such as mink, skunks, weasels, otters, badgers) except ferrets
10. Non-human primates (such as chimpanzees, gorillas, monkeys, lemurs)
11. Perissodactyla (such as horses, donkeys, jackasses, mules) except when kept as permitted Livestock
12. Proboscidae (elephants)
13. Procyonidae (such as coatimundi, cacomistles)
14. Rodentia (such as porcupines and prairie dogs) except rodents which do not exceed 1,500 grams and are derived from self-sustaining captive populations
15. Ursidae (bears)
16. Viverridae (such as mongooses, civets, genets)

##### BIRDS

1. Anseriformes (such as ducks, geese, swans, screamers) except when kept as permitted Livestock
2. Galliformes (such as pheasants, grouse, guinea-fowls, turkeys, chickens) except when kept as permitted Livestock
3. Struthioniformes (flightless ratites such as ostriches, rheas, cassowaries, emus, kiwis) except when kept as permitted Livestock

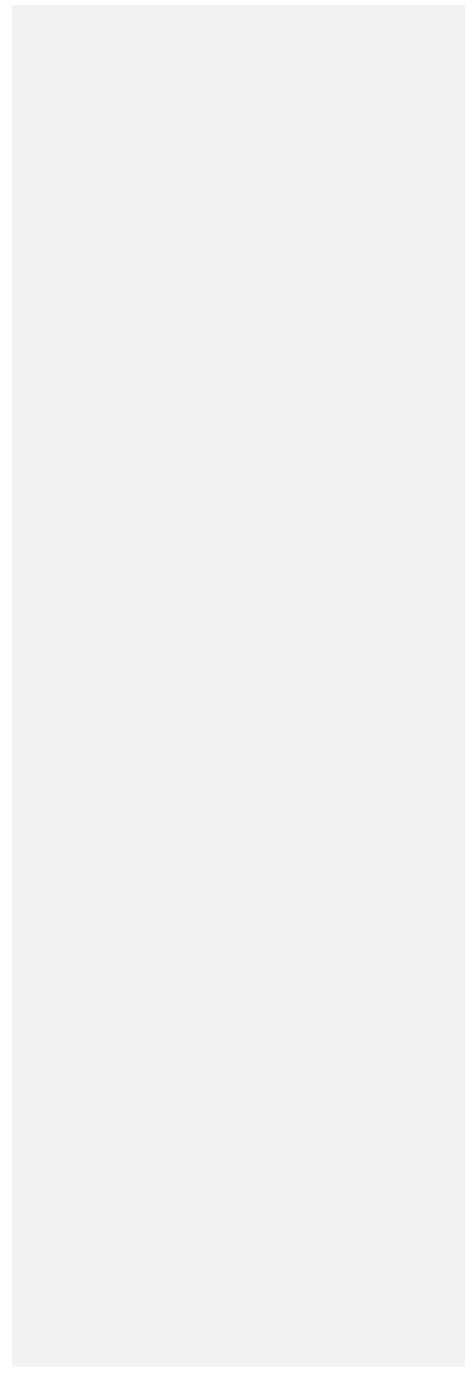
##### REPTILES

1. Crocodylia (such as alligators, crocodiles, gavials)
2. All snakes which reach an adult length larger than 3 metres
3. All lizards which reach an adult length larger than 2 metres



**OTHER**

1. All venomous and poisonous animals



**SCHEDULE C - BYLAW NOTICE ENFORCEMENT OFFENCES**

Column 1 OFFENCE	Column 2 SECTION	Column 3 PENALTY  (15 - 30 Days)	Column 4 EARLY PAYMENT  (1 - 14 Days)	Column 5 LATE PAYMENT  (31 - 60 Days Collections 60+)	Column 6 COMPLIANCE AGREEMENT AVAILABLE (50% of Penalty)
Unlicensed Dog	5	\$200.00	\$150.00	\$250.00	Yes
Fail to affix license to collar/harness	15	\$200.00	\$150.00	\$250.00	Yes
Keep more than three dogs	20	\$200.00	\$150.00	\$250.00	Yes
Dog at large	21 (a)	\$200.00	\$150.00	\$250.00	No
Fail to prevent attack	21 (b)	\$400.00	\$350.00	\$450.00	No
Dog damaging property	21 (c)	\$200.00	\$150.00	\$250.00	No
Fail to leash a dog	22	\$200.00	\$150.00	\$250.00	No
Fail to confine dog in heat	24	\$200.00	\$150.00	\$250.00	No
Fail to remove dog feces	25	\$200.00	\$150.00	\$250.00	No
Fail to maintain a clean premise	27	\$200.00	\$150.00	\$250.00	Yes
Dog where signs prohibit	28	\$200.00	\$150.00	\$250.00	No
Fail to provide basic care	29	\$200.00	\$150.00	\$250.00	No
Fail to provide shelter	30	\$200.00	\$150.00	\$250.00	No
Unlawful confinement of animal	31	\$200.00	\$150.00	\$250.00	No
Animal fastened inappropriately	32	\$200.00	\$150.00	\$250.00	No
Fail to follow order	33	\$200.00	\$150.00	\$250.00	No
Fail to license aggressive dog	34 (a)	\$400.00	\$350.00	\$450.00	No
Fail to microchip aggressive or biting dog	34 (b)	\$400.00	\$350.00	\$450.00	No
Attack by aggressive or biting dog	34 (c)	\$400.00	\$350.00	\$450.00	No
Fail to post signage	34 (d)	\$400.00	\$350.00	\$450.00	No
Fail to confine an aggressive or biting dog	34 (e) (i)(ii)(iii)	\$400.00	\$350.00	\$450.00	No
Fail to leash aggressive or biting dog	34 (f)	\$400.00	\$350.00	\$450.00	No
Fail to notify within forty-eight hours	34 (g) (i)(ii)	\$400.00	\$350.00	\$450.00	No
Fail to licence biting dog	35 (a)	\$400.00	\$350.00	\$450.00	No
Fail to muzzle biting dog	35 (b)	\$400.00	\$350.00	\$450.00	No
Fail to confine biting dog in secure enclosure	35 (c)	\$400.00	\$350.00	\$450.00	No
Keep prohibited animal	45	\$200.00	\$150.00	\$250.00	No
Animal tied to pole or standard	46	\$200.00	\$150.00	\$250.00	No
Keep Bees contrary to Beekeeping Bylaw	47	\$200.00	\$150.00	\$250.00	Yes
Keep Fowl	48	\$200.00	\$150.00	\$250.00	Yes
Fowl/animal at large	49	\$200.00	\$150.00	\$250.00	No
Keep Livestock	50	\$200.00	\$150.00	\$250.00	Yes
Livestock at large	52	\$200.00	\$150.00	\$250.00	No
Illegal dumping of manure	53	\$400.00	\$350.00	\$450.00	No
Obstructing Bylaw Officer/ Authorized Person	62	\$300.00	\$250.00	\$350.00	No

**CITY OF FORT ST. JOHN**

**ANIMAL CONTROL AMENDMENT BYLAW NO. 2584, 2023**

**Amends Animal Control Bylaw No. 2556, 2021**

NOW, THEREFORE, the Council of the City of Fort St. John, in open meeting assembled enacts as follows:

**TITLE**

1. This bylaw may be cited as "Animal Control Amendment Bylaw No. 2584, 2023".

**AMENDMENT**

2. Fort St. John Animal Control Bylaw No. 2557, 2021 is hereby amended in the following manner:

- 1) Part Two – Licensing Requirements is amended by:

- a) Repealing Section 4 in its entirety and replacing it with:

4. For the purpose of this Part, the Owner of a Dog is responsible for providing proof that their Dog is less than three months of age.

- b) Repealing Section 5 in its entirety and replacing it with:

5. An Owner shall make application and pay the Licence fee as set out in Schedule 'A' of this Bylaw as soon as his or her Dog is three months of age.

- c) Repealing Section 6 in its entirety and replacing it with:

6. At the time of application, the Owner shall pay the licence fee set out in Schedule "A" for the type of licence sought.

- d) Repealing Section 8 in its entirety and renumbering the remainder accordingly.

- e) Repealing Sections 11, 12, and 13 in their entirety.

- f) Repealing Section 14 in its entirety and replacing it with:

10. Upon successful application and payment of the applicable licence fee by the Owner, the Dog Owner will be issued a tag for the Dog.

g) Repealing Section 16 in its entirety and replacing it with:

12. When a tag is lost or destroyed, the Owner shall obtain a replacement tag and pay the replacement fee as set out in Schedule 'A'.

h) Repealing Section 17 in its entirety and replacing it with:

13. Licences issued under this Bylaw shall expire one (1) year from the date the Licence was issued, and are not transferable to another Dog or Owner.

i) Adding the following Section:

17. Under this Bylaw, exemptions for licencing requirements are made for Owners of the following Dogs, provided the Owner supplies appropriate documentation:

- a) Service Dogs as defined under this Bylaw;
- b) Dogs owned by the Royal Canadian Mounted Police; and
- c) Dogs within educational facilities where Animals are being kept for study, research or teaching purposes in conjunction with and under the direct sponsorship of a school or the Ministry of Education.

j) Repealing Schedule A – Fees in its entirety and replacing it with:

**SCHEDULE A - FEES**

<b>SERVICE</b>	<b>AMOUNT OF FEE</b>
Processing an application for a licence for:	
a) Each Dog licence	\$20.00
b) Replacement tag issuance (loss or destruction)	\$5.00
c) Each Biting or Aggressive Dog	\$100.00
d) Service Dog or exempt Dog	No Fee

Kennel Fees:	
1. Dogs	
a) First day of impoundment	\$20.00
b) For each twenty-four-hour period of impoundment	\$20.00
c) For each twelve-hour period of impoundment	\$10.00
d) First day of impoundment for a Biting or Aggressive Dog	\$50.00
e) For each twenty-four-hour period of impoundment of a Biting or Aggressive Dog	\$20.00
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2. Other Animals	
a) First day of impoundment	\$10.00
b) For each twenty-four-hour period of impoundment	\$10.00
Livestock and Fowl	
a) First day of impoundment	\$20.00
b) For each twenty-four-hour period of impoundment	\$20.00
❖ <i>Half days fees do not apply</i>	
3. Veterinarian Fees	Actual Costs
4. Fee to Euthanize or Destroy	
a) Dog	Actual Costs
b) Animal other than a Dog	Actual Costs

- 2) If any section, subsection sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.

INTRODUCED AND READ FOR THE FIRST THREE TIMES THIS DAY OF , 2023

ADOPTED THIS DAY OF , 2023

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LILIA HANSEN  
MAYOR

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BONNIE MCCUE  
CORPORATE OFFICER