

# DISTRICT OF TUMBLER RIDGE



BYLAW NO. 692, 2020  
(Replacing Bylaw 633)

## ANIMAL RESPONSIBILITY BYLAW

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**DISTRICT OF TUMBLER RIDGE**  
**ANIMAL RESPONSIBILITY BYLAW**

**BYLAW NO. 692**  
(Replacing Bylaw 633)

**A BYLAW OF THE DISTRICT OF TUMBLER RIDGE (HEREINAFTER CALLED “THE DISTRICT”) TO REGULATE OR PROHIBIT THE KEEPING AND IMPOUNDING OF DOGS OR OTHER DOMESTIC ANIMALS OR FOWL**

**WHEREAS** the District of Tumbler Ridge has adopted an Animal Responsibility Bylaw regulating the control, licensing, and protection of dogs and the keeping of animals within the District of Tumbler Ridge;

**AND WHEREAS**, the *Community Charter S.B.C.*, 2003 Part 3, Division 6 empowers the Council of the District of Tumbler Ridge to regulate, prohibit and impose requirements with respect to animals and to provide for a system of licenses, permits and approvals;

**NOW THEREFORE**, the Council of the District of Tumbler Ridge in open meeting assembled, enacts as follows:

**SECTION 1 - TITLE AND REPEAL**

1. This Bylaw may be cited for all purposes as the “District of Tumbler Ridge Animal Responsibility Bylaw No. 692, 2020”.
2. Animal Control Bylaw No. 633, 2016 and all amendments thereto are repealed.

**SECTION 2 - DEFINITIONS AND INTERPRETATION**

3. In this Bylaw:

**Abandon** means intentionally, knowingly, recklessly or with criminal negligence leaving a domestic *animal* at a location without providing minimum care for more than 24 hours, or an *animal* that has been left behind by former tenants of a rental property.

**Animal** means any member of the Kingdom Animalia excluding humans;

**Animal Control Officer** means any person appointed by Council as an animal control officer, and also includes a bylaw enforcement officer and a peace officer;

**At Large** means an *animal* in or upon a public place or in or upon the lands or premises of any person other than the *Owner* of the *animal* without the express or implied consent of that person and while not in the immediate and effective control of the *Owner*;

**Attack** means aggressive or violent behavior by an *animal* resulting in the serious injury or death of a person or another *animal*;

**Bite** means wound to the skin causing it to bruise, puncture, or break;

**Chicken** means domesticated fowl of the species of *Gallus gallus domesticus*, raised for eggs and/or meat;

**Choke Collar** means a slip collar or chain that may constrict around the *animal's* neck as a result of pulling on one end of the collar or chain, and includes Pinch or Prong collars but does not include a Martingale collar;

**Commercial Kennel** means a place where dogs and cats are bred, reared, trained, or boarded;

**Companion Animal** means a dog, cat, fish, song bird, parrot, or another *animal* that is kept for a person's companionship rather than utility, profit or burden, and, which is lawfully kept upon residential property;

**Council** means the Municipal Council of the *District*;

**Dangerous Dog** means any dog that:

- (a) has attacked, bitten, or caused injury to a person or *animal* on public or private property within the District of Tumbler Ridge or elsewhere, or that has demonstrated a propensity, tendency, or disposition to do so;
- (b) the *District* has reasonable grounds to believe is likely to seriously injure or kill a person or *animal*; or
- (c) is specifically bred or trained for fighting purposes;

**District** means the Corporation of the District of Tumbler Ridge, including its staff, officers, agents and employees;

**Enclosure** means a structure forming a pen suitable to confine a dog or cat;

**Hen** means a female chicken;

**High-Risk Dog** means any dog that has:

- (a) aggressively pursued or threatened a person or *animal*, while running at large inside the *District's* boundaries; or
- (b) demonstrated a propensity, whether within the *District's* boundaries or elsewhere, to attack or injure a person or *animal* without provocation;

**Incurable Disease** includes rabies, and injuries that will result in death;

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

**Livestock** means horses, cattle, bees, rabbits, goats, sheep, swine, furbearing *animals* and game;

**Nuisance Animal** means any *animal*:

- (a) that has been seized two (2) times within the previous twelve (12) months for being at large; or
- (b) whose *Owner* has been found liable to pay a fine or penalty under a municipal ticket two (2) times within a twelve (12) month period as a result of the *animal*

- making noise excessively where such noise causes or tends to cause annoyance to persons in the neighbourhood or vicinity; or
- (c) whose *Owner* has been found liable to pay a fine or penalty under a municipal ticket two (2) times within a twelve (12) month period as a result of the *animal* being at large; and,
  - (d) that has not already been classified as a *Dangerous Dog* or a *High-Risk Dog* under Section 7 or Section 8 of this Bylaw;

**Operator** means any person who has any responsibility for the management, maintenance or administration of a Commercial Kennel;

**Owner** means a person:

- (a) who is named as the *Owner* of the *animal* in a Licence; or
- (b) who has possession or custody of the *animal*, either temporarily or permanently; or
- (c) who harbours the *animal*, or allows the *animal* to remain on his premises; or
- (d) who is the custodial parent or legal guardian of a child under the age of 18 years who owns, is in possession of, or has the care or control of an *animal*;

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

**Public Place** includes any highway and any real property owned, held, operated or administered by the *District* or Province;

**Seize** includes impound and detain;

**Spay/Neuter** means the sterilization of a female *animal* by removing the ovaries or of a male *animal* by removing the testicles or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association;

**Special Needs Assistance Animal** means

- (a) a special needs animal as defined in the Guide *Animal* Act, RSBC 1996, c 177; or
- (b) an animal designated as a Special Needs Assistance Animal pursuant to Paragraph 12 of this bylaw;

**SPCA** means the British Columbia Society for the Prevention of Cruelty to *Animals* including any of its branches in British Columbia;

**Tethered** means to be hitched, tied or fastened to a fixed object;

**Unlicensed Animal** means any dog or cat over the age of six months that does not have a valid license tag for the current year attached to its collar or harness.

### SECTION 3 - POSSESSION OF ANIMALS

- 4. No person shall keep or allow to be kept on any real property more than six (6) companion animals, consisting of not more than three (3) dogs over the age of six (6)



months, except in the lawful operation of an animal clinic, commercial kennel, animal rescue, animal grooming facility, or pet store.

#### **SECTION 4 – EXEMPTION FOR POLICE SERVICE DOGS**

5. This Bylaw does not apply to a Police Service Dog.

#### **SECTION 5 – LICENSING OF DOGS AND CATS**

6. No person shall own, keep, possess or harbour any dog or cat over the age of six (6) months in the *District* unless a valid and subsisting licence for the current calendar year has been obtained for the dog or cat under this Bylaw.
7. If a dog or cat is required to be licensed pursuant to this Bylaw, the *Owner* of such *animal* shall apply to the *District* for a licence on the prescribed form provided by the *District* and attached to this Bylaw as Schedule “A”, and pay the fee set out in Fees and Charges Bylaw as amended from time to time, and upon receipt of the application and payment of the prescribed fee, the *District* shall issue a numbered licence and corresponding licence tag for that licence year.
8. The requirement in Section 5 (7) does not apply to a dog or cat that is kept in the *District* for less than one (1) month in a calendar year.
9. Every licence and corresponding licence tag issued under this Bylaw shall expire on the 31st day of December in the calendar year in which the licence was issued.
10. The licence fees set out in the Fees and Charges Bylaw as amended from time to time shall be reduced by one-quarter in respect of an application for a licence made on or before January 31 of a calendar year.
11. The *Owner* of a dog or cat for which a licence and corresponding licence tag have been issued under this Bylaw shall affix, and keep affixed, the licence tag on the *animal* by a collar, harness, or other suitable device. This includes the additional identification tag require to be worn by *High-Risk* and *Dangerous Dogs*.
12. The *Owner* of a Special Needs Assistance Animal is exempt from the licensing fees in the Fees and Charges Bylaw as amended from time to time.
13. The *Owner* of a dog or cat for which a licence and corresponding licence tag have been issued under this Bylaw may obtain a replacement licence tag upon satisfying that the original licence tag has been lost or stolen and upon payment of the replacement licence fee set out in the Fees and Charges Bylaw as amended from time to time.
14. A person who acquires a dog or cat must obtain a new dog license within 14 days, even if the *animal* is already licensed within the *District*.
15. The *District* may suspend, revoke, cancel or refuse to issue or re-issue a licence or permit if the applicant for or holder of the licence or permit has been convicted of an offence involving cruelty to an *animal*.

## SECTION 6 – NUISANCE ANIMAL

16. If the *District* identifies an *animal* as being a *Nuisance Animal*, he or she may provide the *Owner* with written notice that the *animal* has been designated a *Nuisance Animal* in accordance with this bylaw.
17. An *Owner* of an *animal* designated as a *Nuisance Animal* must obtain a *Nuisance Animal* license for the current year and pay the applicable licence fee set out in the Fees and Charges Bylaw as amended from time to time. If the *Owner* of the *animal* has already paid for a licence for the current year, the *Owner* shall pay the difference between the licence fee previously paid and the fee for a *Nuisance Animal* Licence.
18. If an *Owner* fails to obtain a *Nuisance Animal* Licence within 14 days of receiving written notice that the *District* has designated the *Owner's animal* as a *Nuisance Animal*, the *animal* shall be deemed to be unlicensed.
19. An *Owner* may apply to the *District* to reclassify a *Nuisance Animal* any time after December 31<sup>st</sup> of the second consecutive year in which the *animal* has been the subject of a *Nuisance Animal* Licence and the *District* may grant such reclassification if the *Nuisance Animal* has not been found to be at large, or make noise excessively where such noise causes or tends to cause annoyance to persons in the neighbourhood or vicinity within the preceding twelve (12) months.

## SECTION 7 – HIGH-RISK DOGS

20. If the *District* identifies a dog as being a *High-Risk Dog*, he or she may provide the *Owner* with written notice that the dog has been designated a *High-Risk Dog*.
21. An *Owner* of a dog designated as a *High-Risk Dog* must obtain a *High-Risk Dog* Licence for the current year and pay the applicable licence fee set out in the Fees and Charges Bylaw as amended from time to time. If the *Owner* of the dog has already paid for a licence for the current year, the *Owner* shall pay the difference between the licence fee previously paid and the fee for a *High-Risk Dog*. The *Owner* of a *High-Risk Dog* must then affix and display the additional identification tag provided by the *District* in accordance with Paragraph 11.
22. If an *Owner* fails to obtain a *High-Risk Dog* Licence within 14 days of receiving written notice that the *District* has designated the *Owner's dog* as a *High-Risk Dog*, the dog shall be deemed to be unlicensed.
23. The *Owner* of a *High-Risk Dog* must not permit the *High-Risk Dog* to be in a public place unless the dog is firmly held by a person competent to restrain the dog on a leash not exceeding two (2) metres.
24. A person may allow a *High-Risk Dog* to be in areas of private lands or premises that are exclusively owned or occupied by that person as long as the dog is securely confined:
  - (a) indoors; or
  - (b) in a rear yard and inside an enclosure or fenced area that:
    - i. is adequately constructed to prevent the dog from escaping;
    - ii. is locked to prevent casual entry by another person; and
    - iii. has been inspected and approved by the *District*.

25. The *Owner* of a *High-Risk Dog* must immediately advise the *District* if the dog is loose or has bitten or attacked any person or *animal*.
26. An *Owner* may apply to the *District* to reclassify a *High-Risk Dog* any time after December 31<sup>st</sup> of the second consecutive year in which the *animal* has been the subject of a *High-Risk Dog* Licence and the *District* may grant a reclassification, at the *District's* discretion, if the *High-Risk Dog* has not been at large within the preceding twelve (12) months and has not exhibited *High-Risk* behaviour during that period.

## SECTION 8 – DANGEROUS DOGS

27. If the *District* identifies a dog as being a *Dangerous Dog*, the *District* may provide the *Owner* with written notice that the dog has been designated a *Dangerous Dog*.
28. An *Owner* of a dog designated as a *Dangerous Dog* must obtain a *Dangerous Dog* Licence for the current year and pay the applicable licence fee set out in the Fees and Charges Bylaw as amended from time to time. If the *Owner* of the dog has already paid for a licence for the current year, the *Owner* shall pay the difference between the licence fee previously paid and the fee for a *Dangerous Dog*. The *Owner* of a *Dangerous Dog* must then affix and display the additional identification tag provided by the *District* in accordance with Paragraph 11.
29. If the *Owner* fails to obtain a *Dangerous Dog* Licence within 14 days of receiving written notice that the *District* has designated the *Owner's* dog as a *Dangerous Dog*, the dog shall be deemed to be unlicensed.
30. The *Owner* of a *Dangerous Dog* must not permit the dog to be in a public place or on any private lands and premises in the *District* unless the dog is:
  - (a) firmly held, by a person competent to restrain the dog, on a leash not exceeding two (2) metres; and
  - (b) properly fitted with a humane basket muzzle that allows the dog to pant and to drink.
31. A person may allow a *Dangerous Dog* to be in areas of private land or premises that are exclusively owned or occupied by that person as long as the dog is securely confined:
  - (a) indoors; or
  - (b) on an enclosed deck that is no less than three (3) metres above ground level and sufficient to prevent the dog's escape; or
  - (c) in a rear yard inside an enclosure or fenced area that:
    - i. is adequately constructed to prevent the dog from escaping;
    - ii. is locked to prevent casual entry by another person; and
    - iii. has been inspected and approved by the *District*.
32. At any time when the *Dangerous Dog* is not securely confined as outlined above, or is being transferred from one form of confinement to another, the dog must be leashed, securely muzzled, and under the care and control of a competent person as outlined under this Section.
33. The *Owner* of a *Dangerous Dog* must:
  - (a) allow an Officer of the *District* to photograph the dog on demand;
  - (b) immediately advise the *District* if the dog is loose or has bitten or attacked any person or *animal*; and

- (c) within fourteen (14) days of receiving written notice that the dog has been designated a *Dangerous Dog*, post a warning sign at each entrance to the premises containing the dog in a location that is clearly visible to any person accessing the premises.
- 34. Warning signs required as per paragraph 33 (c) will be made available by the *District* where by the *Owner* of the *Dangerous Dog* will be required to pay the deposit fee listed in the Fees and Charges Bylaw as amended from time to time.
- 35. A warning sign may only be removed:
  - (a) upon the death of the *Dangerous Dog*, if the *Owner* has provided the *District* with a veterinarian's certificate of death;
  - (b) upon the relocation of a *Dangerous Dog*, if the *Owner* has provided the *District* with a letter indicating where the dog now resides and with whom; or
  - (c) in the event that Council rescinds the *Dangerous Dog* designation after a reconsideration under Section 17.
- 36. Once a warning sign has been removed in accordance with Paragraph 35 (a-c), the sign must be returned to the *District*. Upon the return of a sign, the *District* will refund the paid deposit amount less any costs to refurbish the sign.
- 37. The *Owner* of a *Dangerous Dog* may deliver such a dog to the *District* for immediate surrender and destruction in the interest of public safety.
- 38. If a *Dangerous Dog* is surrendered for destruction, the *District* may waive the *animal* destruction fee.

## **SECTION 9 – COMMERCIAL KENNEL**

- 39. Every Operator must make application to the *District* for a Commercial Kennel License on the form which is attached as Schedule "B" to this Bylaw and pay the fee set out in the Fees and Charges Bylaw as amended from time to time but need not license individual dogs kept as a part of the Commercial Kennel.
- 40. Commercial Kennels are only permitted as per the *District* of Tumbler Ridge Zoning Bylaw as amended from time to time.
- 41. Every Commercial Kennel License issued under this Bylaw shall expire on the thirty-first day of December of the year for which the license was issued and is valid only in respect of the Commercial Kennel for which it is issued.
- 42. Every Commercial Kennel must consist of a fully enclosed building and facilities constructed, installed and maintained in accordance with the following provisions:
  - (a) every cage or pen must provide at least 2.3 m<sup>2</sup> of floor space for each dog and be of sufficient height to permit each *animal* kept therein to turn about freely, stand, sit and lie down in a normal position;
  - (b) there must be an outdoor exercise area large enough to allow each *animal* being kept to break into a trot;
  - (c) natural light and ventilation are allowed into the interior of the building by windows, skylights or a combination thereof; and
  - (d) the *animals* being kept cannot escape.

43. No Operator of a Commercial Kennel will cause or permit:
- (a) more than one *animal* to be kept in a cage or pen unless the cage or pen is of sufficient size and height to permit each *animal* being kept therein to move about freely and easily;
  - (b) an *animal* exhibiting dangerous behaviour or dominance aggression to be kept with other *animals*;
  - (c) *animals* under the age of four (4) months to be kept with adult *animals* other than their female parent; and
  - (d) *animals* under treatment for a communicable disease or suspected of harbouring a communicable disease to be kept with other *animals*.
44. Every Operator of a Commercial Kennel must at least once daily clean and sanitize the kennel of *animal* excrement.
45. Every Operator of a Commercial Kennel must ensure all *animals* are fully vaccinated and must obtain a certificate or proof of vaccination from the *Owner* upon receipt of the *animal* at the kennel.

#### **SECTION 10 – TRAPPING OF CATS**

46. The use of a humane trap on private property is allowed for the purpose of catching or apprehending a cat that is at large on private property provided that:
- (a) no person shall set a cat trap outdoors if the temperature is below zero (0) degrees Celsius or forecasted to be below zero (0) degrees Celsius in the next 72 hours;
  - (b) no person shall set a cat trap outdoors if the temperature is above twenty-five (25) degrees Celsius or forecasted to be above twenty-five (25) degrees Celsius in the next 72 hours;
  - (c) no person shall set a cat trap in an area not shaded from the sun;
  - (d) no person shall set a cat trap outdoors unless the trap is checked at a minimum of every 2 hours to ensure that the trap is empty.
  - (e) no person shall set a cat trap outdoors unless the person is residing and present at the property where the cat trap is located.
47. Any person setting a Cat trap must sign and submit the Cat Trapping Acknowledgement Form in Schedule "I" of this bylaw.
48. No person shall taint cat trap bait with any poisonous chemical or substance.
49. A person who sets a cat trap outdoors must notify the *Owners* or occupants of the adjacent properties to their own that a trap has been set.
50. A person who traps a cat shall promptly turn the *animal* over to the *District's Animal Control Officer* or take the cat to an *animal* shelter.

#### **SECTION 11 – ANIMAL CONTROL REGULATIONS AND PROHIBITIONS**

50. No *Owner* shall permit or allow an *animal* to:
- (a) make noise excessively where such noise causes or tends to cause annoyance to persons in the neighbourhood or vicinity;
  - (b) be At Large in the *District*;

- (c) be in a Public Place unless the *animal* is in a carrier or kept on a leash, chain or tether not exceeding two (2) metres in length and the *animal* is under the immediate care and control of the *Owner* or unless the area is designated as an off-leash area by the *District*;
  - (d) be tethered, tied, attached or otherwise fastened by any means to any traffic control device or support thereof, any fire hydrant or fire protection equipment, handrails, or any other object, in such a way as to obstruct the public or create a nuisance;
  - (e) aggressively harass, or chase other *animals*, bicycles, automobile or vehicles;
  - (f) chase or otherwise threaten a person, whether on the property of the *Owner* or not;
  - (g) bite another *animal*, whether on the property of the *Owner* or not, unless the *animal* was engaged in the protection of the *Owners* property or itself while on the *Owners* property;
  - (h) attack another *animal*, whether on the property of the *Owner* or not, unless the *animal* was engaged in the protection of the *Owners* property or itself while on the *Owners* property;
  - (i) bite a person, whether on the property of the *Owner* or not, unless the *animal* was engaged in the protection of the *Owners* property or itself while on the *Owners* property;
  - (j) attack a person, whether on the property of the *Owner* or not, unless the *animal* was engaged in the protection of the *Owners* property or itself while on the *Owners* property.
51. Every *Owner* for an intact female *animal* shall, at all times when the *animal* is in heat, keep the *animal* securely confined within a building or enclosure capable of preventing the escape of the *animal* and the entry of other *animals*.
52. Every *Owner* shall, at all times when their *animal* is off their premises, immediately remove or cause to be removed any feces deposited by the *animal*, and dispose of the feces in a sanitary manner.
53. Every *Owner* for a diseased *animal* must, where the disease poses a threat to the health or safety of a person or *animal*, ensure that the diseased *animal* does not leave the property or premises of the *Owner* other than for the purpose of a visit of a veterinarian, in which case the *animal* must be transported in a manner so as to ensure that it does not come into contact with another person or *animal*.
54. No person other than the *Owner* of an *animal* shall remove any form of identification on or affixed to an *animal*.
55. A person who finds and takes possession of an *animal* found to be at large in the *District*, and relinquishes such *animal* into the care of the *District*, shall immediately provide the *Animal* Control Officer with a description of where the *animal* was found and, if possible, provide a name and address for contact by the *Owner* of the *animal*.
56. No person shall keep livestock in the territorial jurisdiction of the *District*, except on property as permitted in the *District* of Tumbler Ridge Zoning Bylaw or as part of a licensed veterinary clinic.
57. No person shall feed or attempt to feed wildlife within the *District*, with the exception of birds but excluding crows, ravens or other feathered vertebrate with a wingspan greater

than 40cm.

58. Every person shall ensure that any apparatus intended to provide food for birds is suspended on a cable or other device in such a manner that it is inaccessible to wildlife and that the area below the apparatus is kept free of accumulations of seeds and other wildlife attractants.

## SECTION 12 – STANDARDS OF CARE FOR ANIMALS

59. No person shall keep any *animal* in the *District* unless the *animal* is provided with:
- (a) clean potable drinking water and food in sufficient quantity and of a recognized nutritional quality to allow for the *animal's* normal growth and the maintenance of the *animal's* normal body weight;
  - (b) food and water receptacles which are clean;
  - (c) the opportunity for regular exercise sufficient to maintain the *animal's* good health, including daily opportunities to be free of an Enclosure and exercised under appropriate control; and
  - (d) necessary veterinary care when the *animal* exhibits signs of pain, injury, illness, suffering, or disease.
60. No person may keep any *animal* which normally resides outside or which is kept outside for extended periods of time, unless the *animal* is provided with outside shelter:
- (a) which ensures protection from heat, cold and wet that is appropriate to the *animal's* weight and type of coat;
  - (b) which provides sufficient space to allow the *animal* to stand, sit, and lie down comfortably, and to turn about freely;
  - (c) which provides sufficient shade to protect the *animal* from the direct rays of the sun at all times;
  - (d) which contains bedding that will assist with maintaining normal body temperature; and
  - (e) which is regularly cleaned and sanitized, and all excreta removed and properly disposed of at least once a day.
61. No *Owner* of any *animal* shall keep such *animal* in an Enclosure unless all of the following requirements are met:
- (a) the enclosure shall be a fully enclosed structure with dimensions based on the size of the *animal* so as to allow for unrestricted movement of the *animal*. The minimum dimensions of the enclosure shall be:
    - i. Height – one and one half the height of the *animal* measured from the ground to the highest point on the *animal* excluding its tail,
    - ii. Width – the length of the *animal* measured from nose to tail, and
    - iii. Length – twice the length of the *animal* measured from nose to tail.
  - (b) the location of the Enclosure shall be within a rear yard;
  - (c) the Enclosure shall include an outside shelter that conforms to Paragraph 60 of this Bylaw;
  - (d) the Enclosure must be regularly cleaned and sanitized and all excreta removed at least once a day; and
  - (e) the *Owner* of any *animal* shall ensure that such *animal* is not confined to an Enclosure in excess of fourteen (14) hours within any twenty-four (24) hour period.
62. No person may cause, permit, or allow an *animal*:

- (a) to be tethered in such a way that the *animal* is able to leave the boundaries of the *Owner's* property; or
  - (b) to be tethered where a choke collar forms part of the securing apparatus, or where a rope or cord is tied directly around the *animal's* neck; or be tethered other than with a collar that is properly fitted to that *animal* and attached in a manner that will not injure the *animal* or enable the *animal* to injure itself by pulling on the tether; or
  - (c) to be tethered unless the tether of sufficient length to enable the full and unrestricted movement of the *animal*; or
  - (d) to be left unattended or unsupervised while tethered; or
  - (e) to be tethered for more than two (2) hours in any twenty-four (24) hour period.
63. No person shall keep an *animal* confined in an Enclosure, or motor vehicle, without sufficient ventilation to prevent the *animal* from suffering discomfort or heat related injury. Such enclosed space or vehicle (if stationary) shall be in an area providing sufficient shade to protect the *animal* from direct rays of sun at all times.
64. No person may transport an *animal* in a vehicle outside of the passenger compartment or in an uncovered passenger compartment unless it is adequately confined to a pen or cage or unless it is secured in a body harness or other manner of fastening to prevent it from jumping or falling off the vehicle or otherwise injuring itself.
65. Notwithstanding any other provision of this Bylaw, no person shall:
- (a) abandon any *animal*;
  - (b) in any way use poison, air pellet guns, bows and arrows, firearms, sling shots, or any object as a weapon on any *animal*;
  - (c) tease, torment, or provoke an *animal*;
  - (d) cause, permit or allow an *animal* to suffer; or
  - (e) train or allow any *animal* to fight.

### **SECTION 13 – ABILITIES OF ANIMAL CONTROL OFFICER**

66. The *District* may seize
- (a) any Unlicensed *Animal*;
  - (b) any *Dangerous Dog* not secured or muzzled in accordance with Section 8;
  - (c) any *animal* found to be at large contrary to this bylaw; and
  - (d) any *animal* that is, or appears to be, suffering.
67. When an *animal* is not on a *Owner's* property, the *Animal* Control Officer may, where necessary, employ the use of lures, baits, nets, sonic and mechanical devices or any other means of apprehending *animals* provided always that such methods are applied humanely.
68. An *Animal* Control Officer shall immediately convey any *animal* seized and liable to impoundment under this Bylaw to the Municipal Pound.

### **SECTION 14 - POUND OPERATION**

69. The *Owner* of an *animal* that has been impounded may recover the *animal* from the Pound by providing the *Animal* Control Officer with proof of *Ownership*, and by paying the fees prescribed in the Fees and Charges Bylaw as amended from time to time, in



accordance with the number of days the *animal* was impounded and the number of times that the *animal* has been impounded.

70. The *Owner* of an *unlicensed animal* must also replace the *animal's* license tag or license the *animal*, and pay the fees prescribed in the Fees and Charges Bylaw as amended from time to time, before recovering the *animal* from the Pound.
71. If a *High-Risk Dog* has been impounded and the *Owner* wants to reclaim that dog, the *Owner* must pay, in addition to the regular impoundment fees, the surcharge and other charges stated the Fees and Charges Bylaw as amended from time to time for the handling and care of a *High-Risk Dog*, and must read, complete and sign an Application for Release of a *High-Risk Dog* attached as Schedule "C" to this bylaw.
72. If a *Dangerous Dog* has been impounded and the *Owner* wants to reclaim that dog, the *Owner* must pay, in addition to the regular impoundment fees, the surcharge and other charges stated the Fees and Charges Bylaw as amended from time to time for the handling and care of a *Dangerous Dog*, and must read, complete and sign an Application for Release of a *Dangerous Dog* attached as Schedule "D" to this bylaw.
73. The *District* may sell, adopt out, or humanely euthanize an *animal*
  - (a) with the consent of the *Owner*, after
    - i. the *Owner* has read, completed and signed the *Animal Surrender Form* attached as Schedule "F" to this bylaw; and
    - ii. all outstanding fines, penalties and fees have been paid; or
  - (b) without the consent of the *Owner*, if
    - i. 72 hours have elapsed from the date of impoundment
    - ii. all reasonable efforts to contact the *Owner* of the *animal* have failed.
74. If the *District* sells, adopts out or euthanizes any *animal*, the following forms will be completed as applicable:
  - (a) Euthanasia Request Form attached as Schedule "G" to this Bylaw; or
  - (b) *Animal Adoption Application Form* attached as Schedule "H" to this Bylaw.
75. The *Owner* of an *animal* shall pay the maintenance and other applicable fees set out in the Fees and Charges Bylaw as amended from time to time, even if the *Owner* does not reclaim the *animal*.
76. The *District* may euthanize any *animal* that is suffering from an *incurable disease*.
77. No person shall rescue, attempt to rescue or release any *animal* in the Pound or in the custody of the *District*.
78. If the *District* considers that an impounded *animal* requires:
  - (a) a vaccination;
  - (b) flea treatment;
  - (c) worm treatment;
  - (d) examination by a veterinarian; or
  - (e) urgent veterinary care to alleviate any pain or suffering as recommended by a veterinarian,

then the *District* can cause such care to be provided at the sole cost and expense of the *animal's Owner*.

## SECTION 15 – RIGHT OF REFUSAL TO RELEASE FROM IMPOUNDMENT

79. Upon reasonable grounds, the *Animal Control Officer* has the right to refuse to any person the release or adoption of any *animal* for any of the following reasons:
- (a) to protect the safety of the public from the *animal*;
  - (b) to protect the safety of the *animal* from the public;
  - (c) to protect the health and welfare of the *animal* from the individual;
  - (d) if the person is under eighteen (18) years of age; or
  - (e) if the person is apparently under the influence of alcohol or a drug, such that the *Animal Control Officer* does not feel that the individual has the cognitive ability to accept responsibility for the *animal*.
80. If, within seven (7) days after the decision to detain was made or confirmed, an *animal* detained pursuant to Section 13 is not claimed by its *Owner* after being made aware of the seizure, the *animal* shall be deemed to have been surrendered to the *District* and the *Animal Control Officer* may cause the *animal* to be made available for adoption or otherwise disposed of.
81. An *Owner* whose *animal* was detained pursuant to Section 13 may request that the *District* reconsider the decision to detain the *animal* as outlined in Section 17 of this Bylaw.

## SECTION 16 – OBSTRUCTION

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

## SECTION 17 – COUNCIL RECONSIDERATION

84. A person may request that the Council reconsider:
- (a) a *Nuisance Animal* designation;
  - (b) a *High-Risk Dog* designation;
  - (c) a *Dangerous Dog* designation;
  - (d) a refusal to release from impoundment;
  - (e) a refusal, suspension or cancellation of a commercial kennel licence; or
  - (f) a refusal, suspension or cancellation of a backyard hen keeping licence.
85. Such a request must be in writing and must include the reasons why the *Owner* believes the decision should be reconsidered.

86. Upon receipt of a completed request, the Corporate Officer will add the request to the agenda of the next convenient meeting of Council.
87. Upon Council's decision to uphold or overturn the original request, the *District* will provide written reasons to the *Owner* for so doing.

#### **SECTION 18 - BACKYARD HEN KEEPING LICENSES**

88. A person shall apply for a backyard hen license under this Bylaw on the form which is attached to this Bylaw as Schedule "E" and pay the license fee in the amount set out in the Fees and Charges Bylaw as amended from time to time. Upon receipt of the application and payment of the prescribed fee, the *District* shall issue a numbered backyard hen permit to the applicant.
89. If any person becomes the *Owner* of backyard hens, that person shall apply for a license and pay the applicable license fee within seven (7) days of becoming the *Owner* of backyard hens.
90. Every backyard hen license is valid only for the *Owner* of the backyard hens to whom it was issued.
91. At any time the *District* may cancel or suspend a backyard hen license issued pursuant to this Bylaw if the backyard hen license holder fails to comply with the provisions of this Bylaw.

#### **SECTION 19 – BACKYARD HEN KEEPING**

92. A person who engages in backyard hen keeping must:
  - (a) possess a valid backyard hen keeping license;
  - (b) be the registered *Owner* or obtain permission from the registered property *Owner* at a property where hens are kept, and reside at a property where the hens are kept;
  - (c) keep no more than eight (8) hens per parcel of land. Roosters or other fowl or farm *animals* will not be permitted unless otherwise in accordance with this Bylaw and *District* of Tumbler Ridge Zoning Bylaw, as amended from time to time;
  - (d) keep hens in a run that:
    - i. is fenced on all sides in a manner that will keep predators from entering and hens from escaping;
    - ii. provides at least 1 m<sup>2</sup> of covered outdoor space per hen;
    - iii. is less than 2.4 m in height;
    - iv. is sited at least 2.0m from any parcel line and located to the rear of the front face of the principal building;
    - v. has a ground surface comprised of material that is clean, non-toxic, biodegradable, readily available, and easily replaceable, and which is well maintained.
  - (e) provide at least one (1) coop that:
    - i. is kept clean and monitored for suitable cleanliness daily;
    - ii. is sited at least 2.0 m from the rear or side parcel line where there is no lane. For clarity, no setback is required from the rear parcel line for coops less than 1 m<sup>2</sup> in size where there is a lane;
    - iii. provides at least 0.5 m<sup>2</sup> of coop floor area per hen;

- iv. provides and maintains at least one perch that is at least fifteen (15) cm long per hen and at least one nest box per four hens that is large enough for the hen to turn around and sit.
- (f) provides each hen with food, water, shelter light, ventilation, veterinary care, and opportunities for essential behaviours such as scratching, dust-bathing, and roosting, all sufficient to maintain the hen in good health with consideration of the temperature fluctuations from winter through summer;
- (g) not keep the hen in a cage;
- (h) remove all leftover feed, trash and manure in a timely manner;
- (i) store manure in a fully enclosed structure, and store no more than 1.0 m<sup>3</sup> of manure at any time;
- (j) remove all manure not used for composting or fertilizing; and
- (k) keep hens for personal use, and not sell eggs, manure, meat or other products derived from hens.
- (l) not slaughter, or attempt to euthanize, or bury a hen within *District* limits, unless at an authorized facility.

## SECTION 20 – PROHIBITED ANIMALS

93. No person shall, on either a temporary or permanent basis:
- (a) breed;
  - (b) possess;
  - (c) exhibit for entertainment or educational purposes; or
  - (d) display in public;

any prohibited *animal* outlined in Schedule “J” to this Bylaw.

94. Paragraph 93 does not apply to:
- (a) the premises of a (local government) facility used for keeping impounded *animals*;
  - (b) the premises of any police department;
  - (c) premises operated by The British Columbia Society for the Prevention of Cruelty to *Animals*;
  - (d) the premises of a veterinarian licensed by the College of Veterinarians of BC, providing the veterinarian is providing temporary care for a prohibited *animal*;
  - (e) premises that keep prohibited *animals* for which a valid permit is in place pursuant to the Wildlife Act, RSBC 1996 c 488;
  - (f) premises that keep *animals* for educational and research purposes, which are accredited by the Canadian Council for *Animal* Care; or
  - (g) premises of an aquarium or zoological park, which is accredited by the Canadian Association of Zoological Parks and Aquaria.

## SECTION 21 – SCHEDULES

95. Schedules “A,” “B,” “C,” “D,” “E,” “F,” “G,” “H,” “I” and “J” of this bylaw form a part of this bylaw and are enforceable in the same manner as this bylaw.

**SECTION 22 – PENALTIES**

96. Every person who violates any of the provisions of this bylaw, or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this bylaw, or who neglects to do, or refrains from doing anything required to be done by any of the provisions of this bylaw commits an offence and is liable upon conviction to a penalty not less than Fifty (\$50.00) Dollars and not more than Five Thousand (\$5,000) Dollars, together with the cost of prosecution.

RECEIVED FIRST READING on the	13 <sup>th</sup>	day of	July, 2020
RECEIVED SECOND READING on the	13 <sup>th</sup>	day of	July, 2020
RECEIVED THIRD READING on the	13 <sup>th</sup>	day of	July, 2020
ADOPTED on the	17 <sup>th</sup>	day of	August, 2020

Originally Signed

---

Darryl Krakowka, Deputy Mayor

Originally Signed

---

Aleen Torraville, Corporate Officer



DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "A"

Tag Number:

DOG/CAT LICENCE APPLICATION FORM

Date:

Application Type:  New  Renewal      Animal Type:  Dog  Cat

Classifications:  Regular  Nuisance Animal  High Risk Dog  Dangerous Dog

**ANIMAL OWNER INFORMATION**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ PO Box: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person Name and Number (if different than above): \_\_\_\_\_

**ANIMAL INFORMATION**

Name: \_\_\_\_\_ Microchipped?  Yes  No Location: \_\_\_\_\_

Tattooed?  Yes  No Tattoo: \_\_\_\_\_ Location: \_\_\_\_\_

Breed: \_\_\_\_\_ Secondary Breed: \_\_\_\_\_

Age: \_\_\_\_\_ Sex:  Male  Female  
 Neutered  Spayed

Colour: \_\_\_\_\_ Markings: \_\_\_\_\_

**AGREEMENT**

- \* All licence fees are listed in the Fees and Charges Bylaw as amended from time to time.
- \* There will be a fee to issue a replacement tag.
- \* Annual Licences purchased before January 31 will receive a 25% discount.
- \* Annual licences will expire on December 31 of this year.
- \* I have a copy of the District of Tumbler Ridge Animal Responsibility Bylaw No. 692, 2020 and I understand and will comply with all regulations listed throughout the bylaw.  Yes  No

Signature of Owner: \_\_\_\_\_



**DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "B"**

**COMMERCIAL KENNEL LICENCE  
APPLICATION FORM**

**KENNEL OPERATOR INFORMATION**

Name of Kennel Operator:

Name of Kennel:

If the kennel is located on leased or rented property, an approval letter signed by the registered Owner of the property must be attached to this application

Street Address of Kennel:

Mailing Address:

**Phone:**

**Email:**

Alternate Contact Person and Phone Number in Case of Emergency:

**KENNEL SPECIFICATIONS**

(Please attach a photo of the kennel and a brief description or drawing of your operation.)

**I am aware that the District of Tumbler Ridge Bylaw No. 692 regulates the responsibilities of Commercial Kennel Operators.**

**I will comply with the Commercial Kennel guidelines in accordance with this Bylaw in order to prevent nuisances or disturbances to individuals or the public.**

**I am aware that the District may attend my property to ascertain whether the bylaw regulations are being observed.**

Kennel Operator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "C"**

**APPLICATION FOR THE RELEASE OF A HIGH-RISK DOG**

1. I, \_\_\_\_\_, of \_\_\_\_\_  
(name of Owner) (address of Owner)  
in the District of Tumbler Ridge, British Columbia, hereby apply for the release of

Dog's Name:	License No.
Breed:	Colour/Markings:
Age or DOB:	Sex:

(the "Dog").

2. I am the Owner of the Dog.
3. I am aware and have been informed that the Dog is a High-Risk Dog within the meaning of Bylaw No. 692 and I am aware of the responsibility and potential liability which rest with me in keeping or harbouring the Dog and state that the Dog will be kept at:

\_\_\_\_\_  
(address).

4. In consideration of the release of the Dog to me, I hereby acknowledge, covenant and agree with the District of Tumbler Ridge:
- (a) that I will at all times when the Dog is not kept on a leash and under the control of a person who is competent to control the Dog, keep the Dog in a dwelling or accessory building or within a securely locked enclosure complying with the requirements of Bylaw No. 692.
  - (b) that I will save harmless and indemnify the District of Tumbler Ridge, its Animal Control Officer, and any of its officers, employees, agents or elected or appointed officials from and against any and all actions, causes of action, proceedings, claims, demands, losses, damages, costs or expenses whatsoever and by whomsoever brought in any way arising from or caused by the release of the Dog to me or the keeping or harbouring of the Dog by me and, without limiting the generality of the foregoing, for any personal injury or death inflicted on any other animal or any person by the Dog or any damage to property caused by the Dog.
5. I submit herewith the sum of \$ \_\_\_\_\_ in payment of all licence and impounding fees payable by me pursuant to the Fees and Charges Bylaw as amended from time to time.

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)





**DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "D"**

**APPLICATION FOR THE RELEASE OF A DANGEROUS DOG**

1. I, \_\_\_\_\_, of \_\_\_\_\_  
(name of Owner) (address of Owner)  
in the District of Tumbler Ridge, British Columbia, hereby apply for the release of

Dog's Name:	License No.
Breed:	Colour/Markings:
Age or DOB:	Sex:

(the "Dog").

2. I am the Owner of the Dog.
3. I am aware and have been informed that the Dog is a Dangerous Dog within the meaning of Bylaw No. 692 and I am aware of the responsibility and potential liability which rest with me in keeping or harbouring the Dog and state that the Dog will be kept at:

\_\_\_\_\_  
(address).

4. In consideration of the release of the Dog to me, I hereby acknowledge, covenant and agree with the District of Tumbler Ridge:
- (a) that I will at all times when the Dog is not kept on a leash [and muzzle if this box is checked 

(b) that I will save harmless and indemnify the District of Tumbler Ridge, its Animal Control Officer, and any of its officers, employees, agents or elected or appointed officials from and against any and all actions, causes of action, proceedings, claims, demands, losses, damages, costs or expenses whatsoever and by whomsoever brought in any way arising from or caused by the release of the Dog to me or the keeping or harbouring of the Dog by me and, without limiting the generality of the foregoing, for any personal injury or death inflicted on any other animal or any person by the Dog or any damage to property caused by the Dog.

5. I submit herewith the sum of \$ \_\_\_\_\_ in payment of all licence and impounding fees payable by me pursuant to Bylaw No.692.

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)



DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "E"

BACKYARD HEN KEEPING LICENCE  
APPLICATION FORM

Application Type

New     Renewal

APPLICANT INFORMATION

Name:

Civic Address:

Mailing Address:

Phone:

Email:

If the applicant is not the Owner of the parcel, a signed approval letter from the Owner must be attached to the application

Number of Hens:

(Maximum 8, **Roosters are prohibited**)

CHICKEN COOP INFORMATION

(Please attach a photo of the coop and a brief description or drawing of your operation and coop location.)

I am aware that the District of Tumbler Ridge Bylaw No. 692 regulates the responsibilities of Backyard Hen Owners.

I will comply with the backyard Hen guidelines in accordance with this Bylaw in order to prevent nuisances or disturbances to individuals or the public.

I am aware that the District may attend my property to ascertain whether the bylaw regulations are being observed.

Hen Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "E"**

**BACKYARD HEN KEEPING LICENCE  
APPLICATION FORM**

Empty application form area.



**DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "F"**

**ANIMAL SURRENDER FORM**

**GENERAL INFORMATION**

Owner's Name:

Date:

Address:

Postal Code:

Phone Number:

Animal's Name:

Identification/Tag #:

Breed:

Colour/Markings:

Age or D.O.B.:

Sex:  Male  Neutered  
 Female  Spayed

Reason for Surrender:

**CONSENT**

- \* I/ we are the Owner(s) of the above described animal and are legally responsible for its care and have authority to surrender.
- \* I/ we authorize the District of Tumbler Ridge to have a licensed veterinarian humanely euthanize the above described animal if necessary.
- \* I/ we have been given the opportunity to receive independent legal advice before executing this release and have waived that opportunity. Yes No
- \* I/ we agree to indemnify the District of Tumbler Ridge, its employees or agents against any and all claims arising from all services preformed and provided.
- \* I/we the Owners understand and agree that we cannot reclaim the animal back after relinquishing it to the District of Tumbler Ridge. Yes No
- \* Has the animal bitten any person(s) in the past 15 (fifteen) days? Yes No
- \* Has the animal, to your knowledge been exposed to a disease? Yes No
- \* I/ we the Owners will authorize veterinary records.  Yes  No

Signature of Owner: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Animal Control Officer

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Animal Control Officer

\_\_\_\_\_  
Signature of Witness





DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "G"

EUTHANASIA REQUEST FORM

GENERAL INFORMATION

Owner's Name:

Date:

Address:

Postal Code:

Phone Number:

Animal's Name:

Identification/Tag #:

Breed:

Colour/Markings:

Age or D.O.B.:

Sex:  Male  Neutered  
 Female  Spayed

Reason for Euthanasia:

Private Cremation Requested

General Cremation Requested

CONSENT

- \* I/ we are the Owner(s) of the above described animal and are legally responsible for its care and have authority to request euthanasia.
- \* I/ we authorize the District of Tumbler Ridge to have a licensed veterinarian humanely euthanize the above described animal on my/our behalf.
- \* I/ we have been given the opportunity to receive independent legal advice before executing this release and have waived that opportunity.  Yes  No
- \* I/ we agree to indemnify the District of Tumbler Ridge, its employees or agents against any and all claims arising from all services performed and provided.
- \* Has the animal bitten any person(s) in the past 15 (fifteen) days?  Yes  No
- \* Has the animal, to your knowledge been exposed to a disease?  Yes  No
- \* I/ we the Owners will authorize veterinary records?  Yes  No

Signature of Owner: \_\_\_\_\_

Printed Name of Animal Control Officer

Printed Name of Witness

Signature of Animal Control Officer

Signature of Witness



**DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "H"**

**ANIMAL ADOPTION APPLICATION FORM**

**APPLICANT INFORMATION**

Name:

Civic Address:

Mailing Address:

Phone:

Email:

Age:

Birthdate:

Animal Type:  Dog  Cat

Animal Name:

**FOR OFFICE USE ONLY**

Site Visit Required?  Yes  No      Follow up Required?  Yes  No

Adoption Approved:  Yes  No

**GENERAL INFORMATION**

How many people live in your household? \_\_\_\_\_

Are you currently employed?  Yes  No

Do you have children in your home?  Yes  No    If yes, what ages?    0-7 yrs \_\_\_\_\_ 8-17 yrs. \_\_\_\_\_

Have you had animals before?  Yes  No

If yes, what happened to them? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever surrendered or given away a pet?

Yes  No    If yes, please provide the reason.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this pet a gift?  Yes  No

Who are you adopting this animal for?

Myself  Other: \_\_\_\_\_

**YOUR HOME**

What type of home do you live in?

Acreage  Single Family House  Apartment  Townhouse  Mobile/Modular Home

Other \_\_\_\_\_

Do you rent your home?  Yes  No

How long have you been at this address? \_\_\_\_\_

If you rent, do you have written consent of your landlord to have animal in your home? Yes No  
 If yes, please include a copy with your application.

Do you live in a Strata? Yes No  
 If yes, please provide a copy of your Strata Bylaws pertaining to animals.

Do you have a fenced yard space? Yes No

If yes, what is the height of the fence? _____	If yes, what type of material is the fence? _____
---	--

If you do not have a fence, how will you keep the animal confined to your property?  
 Off leash  Kennel/Pen  Tie off/Run  Other \_\_\_\_\_

**YOUR FAMILY**

Who will have the primary responsibility for this animal? _____	Number of adults (18+) at home: _____
---	---------------------------------------

Any visiting children? <input type="checkbox"/> Yes <input type="checkbox"/> No	Any pet allergies in the family? <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

Have all of your family members been introduced to the animal? <input type="checkbox"/> Yes <input type="checkbox"/> No	How busy is your family's schedule? <input type="checkbox"/> Very Busy <input type="checkbox"/> Busy <input type="checkbox"/> Not Busy
---	---

How would you describe your family? <input type="checkbox"/> Nervous <input type="checkbox"/> Loud <input type="checkbox"/> Calm <input type="checkbox"/> Quiet	Are you planning on any of the following in the next month? <input type="checkbox"/> Moving <input type="checkbox"/> Holiday <input type="checkbox"/> Change in Schedule
--	---

**YOUR PETS**

Are there any other animals in your household?  Yes  No

If yes, please list them:

Name	Breed	Age	Sex	Fixed?

If yes, please provide the name and phone number of your vet:  
 \_\_\_\_\_

**ALL ANIMALS**

Who will take care of the animal while you are on vacation? _____	How many hours will your animal be alone on Weekdays? _____ Weekends? _____
---	--

Approximately how much do you think your animal will cost you per year?

Vet/medical \_\_\_\_\_ Food \_\_\_\_\_ Boarding \_\_\_\_\_ Grooming \_\_\_\_\_ Other \_\_\_\_\_

Where will your animal stay during **the night**?

- Loose in the house    Crated inside    Garage    Fenced kennel/run    Fenced yard  
 Loose outside    Other: \_\_\_\_\_

Where will your animal stay during **the day**?

- Loose in the house    Crated inside    Garage    Fenced kennel/run    Fenced yard  
 Loose outside    Other: \_\_\_\_\_

### DOGS ONLY

How many hours of exercise can you give your dog? Weekdays \_\_\_\_\_ Weekends \_\_\_\_\_

What would you enjoy doing with your dog?

- On-leash walking    Off-leash walking    Off-leash parks    Jogging    Cycling    Other

What type of collar would your new dog be wearing?

- Martingale    Nylon    Harness    Choke Chain    Pinch Collar    E-collar    Other \_\_\_\_\_

### HOME VISIT

Are you willing to have a District of Tumbler Ridge Animal Control or Bylaw Enforcement Officer do a home visit by appointment?

- Yes    No

If no, why not? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### REFERENCES

Please provide two (2) personal references

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_



## ADOPTION DECLARATION

I wish to adopt an animal from the District of Tumbler Ridge. By signing this application, I agree to the following:

- To provide the adopted animal with adequate food, water, shelter, exercise, veterinary care as required for so long as I own the animal. (\_\_\_\_\_Initial)
- To provide a nurturing and loving environment. (\_\_\_\_\_Initial)
- To comply with my municipality's Animal Responsibility Bylaw (as amended or superseded from time to time), as it relates to my animal, including, without limitation, obtaining an annual license. (\_\_\_\_\_Initial)
- In the event I can no longer keep this pet, I will contact the Animal Control Officer. (\_\_\_\_\_Initial)
- I understand that the District cannot guarantee the behaviour or health of any animal that I choose to adopt. (\_\_\_\_\_Initial)

**FALSIFIED INFORMATION WILL LEAD TO AUTOMATIC REJECTION OF THE APPLICATION.**

**INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.**

**THE DISTRICT OF TUMBLER RIDGE RESERVES THE RIGHT TO REFUSE ANY APPLICANT**

I understand that it is my responsibility to see and evaluate the animal for myself before agreeing to adoption. The adoption of a lifelong animal friend should not be impulsive, but rather a carefully thought-out decision, which will ensure a loving, lasting relationship.

Applicant signature: \_\_\_\_\_

Date: \_\_\_\_\_

The personal information collected on this form is collected in accordance with the *Freedom of Information and Protection of Privacy Act*. In accordance with Section 8(3)(k) and 48 of the Community Charter the District has authority to collect your information for the purposes of administering an animal adoption process by way of the District's Animal Responsibility Bylaw.



**DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "1"**

**CAT TRAPPING ACKNOWLEDGEMENT FORM**

**TRAP OWNER INFORMATION**

Name:

Civic Address:

Mailing Address:

Phone:

Email:

I, the undersigned, agree to the following terms and conditions:

- I will place the cat trap only on my property within the District of Tumbler Ridge.
- I will personally check the cat trap at least once every two to three hours while the trap is set.
- I will not allow harm to come to any trapped cat while in my possession.
- I will check the trap prior to 11:00 p.m. each night the trap is on my property and, if the cat is not caught, I will, unless otherwise approved, trip the trap and render it harmless until 6:00 a.m. the following day.
- When a cat is trapped, I will treat the cat humanely; I will also provide shelter, food and water for the trapped cat.
- If an animal other than the intended cat is trapped, I will release it immediately upon discovery.
- I will provide the Animal Control Officer the name and address of the Owner of the cat trapped if known.
- I will not set the trap during inclement weather or when weather is colder than 0 degrees Celsius or warmer than 25 degrees Celsius.
- I will set the trap in a place shaded from the sun.
- I understand that the Animal Control Officer may enter and inspect the property at any time for the purpose of assessing my trap.
- I understand that it is a serious offence to harm any domestic animal.

**I am aware that the District of Tumbler Ridge Bylaw No. 692 regulates the responsibilities of individuals trapping cats.**

**I will comply with the trapping guidelines in accordance with section 10 of the Animal Responsibility Bylaw in order to ensure that the trapping of cats is carried out in a humane and ethical manner.**

**I am aware that the District may attend my property to ascertain whether the bylaw regulations are being observed.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**DISTRICT OF TUMBLER RIDGE  
ANIMAL RESPONSIBILITY BYLAW NO. 692, 2020  
SCHEDULE "J"**

**LIST OF PROHIBITED ANIMALS**

1. all nonhuman primates
2. all felidae, except the domestic cat
3. all canidae, except the domestic dog
4. all ursidae (bears)
5. all proboscidea (elephants)
6. all pinnipedia (seals, walrus)
7. all marsupials
8. all edentates (anteaters)
9. all xenartha (such as sloths, armadillos, and tamanduas)
10. all monotremata (spiny anteater and platypus)
11. all venomous or poisonous reptiles and amphibians
12. all snakes which reach an adult length larger than 3 metres
13. all venomous or poisonous invertebrates (such as black widow spiders, tarantulas, and blue-ringed octopus)
14. all ungulates, except the bison and the domestic breeds of cow, goat, sheep, pig, horse, mule, donkey, ass, llama, and alpaca
15. all hyenidae (hyenas)
16. all hyracoidean (hyraxes)
17. all mustelidae (skunks, weasels, otters, wild ferrets), except the domestic ferret
18. all procyonidae (raccoons, coatimundis)
19. all viverridae (civets and genets)
20. all herpestidae (mongooses)
21. all cetacea (whales, porpoises, dolphins)
22. all rodentia, except the hamster, gerbil, guinea pig, domestic mouse, and domestic rat.
23. all chiroptera (bats), colugos (flying lemurs), and scandentia (treeshrews)
24. all lagomorphs (rabbits and hare), except the domestic rabbit
25. all birds except the domestic quail, pheasant, pigeon, chicken, duck, goose and turkey, plus the budgie, cockatiel, lovebird, finch, and canary.
26. all lizards which reach an adult length larger than 2 metres
27. crocodylia (such as alligators, crocodiles, gavials)