

Animal Control Bylaw

VILLAGE OF PEMBERTON

BYLAW No. 839, 2018

Fourth & Final Readings
October 2, 2018



OFFICE CONSOLIDATION: March 8, 2024

This document is an office consolidation of the Village of Pemberton Animal Control Bylaw No. 839, 2018 (adopted October 2, 2018) and subsequent amendments adopted by Village Council.

All persons making use of this consolidation are reminded that it has no Council sanction, that amendments have been incorporated only for convenience of reference, and that for all purposes of interpretation and application that original bylaw should be consulted.

The Village of Pemberton will, in no event, be liable or responsible for damages of any kind arising out the use of this consolidation.

This is not the official version of the Village of Pemberton Animal Control Bylaw No. 839, 2018, nor is it admissible in a court of law. For such purposes, official certified copies can be obtained from the Village Office or by contacting us at: admin@pemberton.ca.

Table of Amendments

AMENDING BYLAW NO.	SECTION	DESCRIPTION	ADOPTED
870, 2019	Definitions Part 4 Part 6 Part 7	Additional Definitions incorporated Aggressive Dogs Amendments s. 4.2, 4.21, 4.3 Deleting s. 4.5 Impoundment adding s. 6.11 Deleting and replacing with new language	November 5, 2019 Council Meeting No. 1501
905, 2021	Definitions Schedule A Part 8	Adding in reference to Fees & Charges Bylaw Deleting and removing reference to it throughout the Bylaw Inserting s 8.3 (a) (b) (c) Renaming Schedule B to A and Schedule C to B Amending S. 24 and 25 and renumbering	July 27, 2021 Council Meeting No. 1543
918, 2021	Schedule A, Fines Schedule B, Prohibited Animals Section 20, Fines Section 22.1 Section 24	Deleted Renamed Schedule A Deleted \$10,000 is replaced by \$50,000 Reference to Schedule A, Prohibited Animals is added.	December 7, 2021 Council Meeting No. 1551
955, 2024	Definitions Section 5.1 Nuisance Dog	Remove reference to 'animal' and replaced with "a dog or backyard hen". Deleted section 5.1 and replaced with a new clause removing reference to 'animal'.	February 13, 2024 Council Meeting No.1593

**VILLAGE OF PEMBERTON
BYLAW No. 839, 2018**

**A BYLAW TO PROVIDE FOR THE LICENCING AND CONTROL OF DOGS
AND BACKYARD HENS IN THE VILLAGE OF PEMBERTON**

WHEREAS in accordance with the *Community Charter* Council may, by bylaw, regulate, prohibit and impose requirements in relation to animals;

AND WHEREAS pursuant to Section 48 of the *Community Charter* Council may establish procedures for the seizure of *dogs*;

AND WHEREAS it is in the public interest for the Village of Pemberton to take the necessary measures to regulate the keeping of *dogs* and *Backyard Hens*;

NOW THEREFORE the Council of the *Village* of Pemberton in open meeting assembled **HEREBY ENACTS AS FOLLOWS:**

CITATION

This Bylaw shall be cited as the *Village* of Pemberton "Animal Control Bylaw No. 839, 2018."

DEFINITIONS

In this Bylaw:

Aggressive Behaviour means any behaviour by a dog that unduly intimidates a person or animal and includes snarling, growling or pursuing a person or animal in a threatening manner; (*Amendment Bylaw No. 870, 2019*)

Aggressive Dog means a dog that, being over the age of 3 months, and on one or more occasions: (a) has without justifiable provocation displayed aggressive behaviour toward a person or domestic animal; or (b) has without justifiable provocation caused a minor injury to a person or domestic animal. (*Amendment Bylaw No. 870, 2019*)

Aggressive Dog Sign means a sign which reads "Beware of Dog" or otherwise warns that there is a dangerous or aggressive dog on the property; (*Amendment Bylaw No. 870, 2019*)

Application means the application for a *Backyard Hen Keeping Permit* made in the form(s) established and prescribed by the *Village*;

At Large, when used with reference to a *Dog* or *Backyard Hen*, means;

- i. not within a secure or otherwise fenced in area or not secured by a leash and under the control of a *Responsible person* or *Competent person*.
(Amendment Bylaw No. 955, 2024)

Backyard Hen means a female chicken of four (4) months of age or older that is kept on a parcel of land, occupied by a resident. This does not include land zoned for agricultural uses as defined by the *Zoning Bylaw*;

Backyard Hen Keeping Permit means the written authority for the keeping of *Backyard Hens* granted by the *Manager* or designated pursuant to this Bylaw;

Bylaw Enforcement Officer means a person appointed to that position for the *Village* by the *Chief Administrative Officer*;

Competent person means a person of sufficient age, capacity, height, and weight who is physically and mentally able to:

- i. ensure a dog under their control will be obedient to their commands;
- ii. physically restrain a *Dog* if required; and
- iii. at all times ensure compliance with this Bylaw in relation to *Dogs* and the keeping of *Backyard Hens*.
(Amendment Bylaw No. 955, 2024, replaces amendment made under Amendment Bylaw No. 870, 2019)

Control means to exercise restraining or directing influence;

Coop means a weather proof structure with walls and a roof used for the shelter of *Backyard Hens*;

Custody means immediate care or charge;

Dangerous Dog has the meaning defined in section 49 of the *Community Charter*;

Dog means any animal of the canine species;

Enclosure means a physical structure or fenced yard constructed in such a way that it prevents the escape of a dog or the entry of any person not intended to access the dog but does not include invisible fencing systems; (Amendment Bylaw No. 870, 2019)

Fees and Charges Bylaw means Village of Pemberton Fees and Charges Bylaw No. 905, 2021, as amended or replaced from time to time. (Amendment Bylaw No. 905, 2021)

Flock means the group of *Backyard Hens* kept on one property;

Keep means the act of having the care, custody, control, or possession of a *Dog* or *Backyard Hen*; (Amendment Bylaw No. 955, 2024)

Kennel means any private or commercial facility for the keeping, training, care, breeding or boarding of four (4) or more *dogs*;

Leash means a rope, chain, cord, or leather strip no longer than 2 metres, attached to the collar or harness of a dog, of sufficient strength to be used for controlling and restraining the activity of the dog; (Amendment Bylaw No. 870, 2019)

Manager means the Manager of Corporate & Legislative Services for the *Village* or a person appointed to act in their place;

Minor Injury means a physical injury to a person or domestic animal that includes pinches, minor localized bruising, scratches, scrapes, shallow punctures, or lacerations in one direction only; (Amendment Bylaw No. 870, 2019)

Muzzled means wearing humane basket style fastening or covering device over the mouth that is strong enough and well-fitted enough to prevent the dog from biting, without interfering with the breathing, panting or vision of the dog or with the dog's ability to drink; (Amendment Bylaw No. 870, 2019)

Neutered means the sterilization of a female *dog* by removal of its ovaries or of a male *dog* by removing the testicles or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association;

Nuisance means any act, activity or condition that unreasonably interferes with the use and enjoyment of a property owner's parcel of land or of rights common to all, or that endangers health, safety or comfort of members of the public;

Nuisance Dog means any *dog* that is unreasonably disturbing the peace, quiet, enjoyment or convenience of persons in the neighbourhood by its persistent barking or howling or is *at large* in the neighbourhood;

Outdoor Enclosure means an open-air attachment to and forming part of a *Coop* having a bare earth or vegetated floor for *Backyard Hens* to roam, that has a roof and is enclosed with chicken wire or other fencing materials;

Owner means any person, partnership, association or corporation that owns, possesses or has control, care or custody over a *Dog* or *Backyard Hen*; (Amendment Bylaw No. 955, 2024)

Person means a natural person;

Person responsible or responsible person means a person who is the owner of the *Dog* or *Backyard Hen*, has care, custody, or control, of the *Dog* or *Backyard Hen* or is keeping or harbouring the *Dog* or *Backyard Hen*, provided that where the person is under the age of 19, the parent or guardian of such person is deemed to be the *Person responsible*. (Amendment Bylaw No. 955, 2024)

Police Officer means a member of the Royal Canadian Mountain Police;

Pound means the facility designated by the *Village*, which is used for the temporary housing and care of *dogs* that have been impounded pursuant to the bylaw;

Public Place includes every sidewalk, park, courtyard, square, walkway, parkade and any other area open to public use;

Resident means a person who resides on a permanent or long-term basis on the property for which the *Backyard Hen Keeping Permit* will apply;

Rooster means a male chicken;

Unlicensed Dog means a *dog* for which the licence fee for the current year has not been paid as herein provided, or to which a tag representing payment of the *dog* licence for the current year is not attached;

Village means the Village of Pemberton;

Wildlife means wildlife as defined by the *BC Wildlife Act* and/or other *dogs* indigenous to Canada whose ownership in captivity violates Provincial or Federal Canadian statutes.

Zoning Bylaw means the Village of Pemberton Zoning Bylaw No. 832, 2018 as amended or replaced from time to time.

CONTROL OF DOGS

1. Licencing of Dogs

- 1.1. No person shall keep, own, harbour or be in possession of any *dog* over the age of three (3) months within the *Village* unless such *dog* is licensed as provided by this bylaw.
- 1.2. The *owner* of a *dog* shall obtain an annual licence for such *dog* by paying the fee. (Amendment Bylaw No. 905, 2021)
- 1.3. Every licence and corresponding licence tag issued under this Bylaw:

- i. expires on the thirty-first (31st) day of December of the year in which it is issued; and
 - ii. is valid only in respect of the *dog* for which it is issued.
- 1.4. Where a licence tag is lost or destroyed, the person to whom the original licence was issued may, by paying the fee (*Amendment Bylaw No. 905, 2021*) and applying on a form provided by the *Village*, apply to the *Manager* for a replacement licence or tag.
- 1.5. The owner shall ensure that any *dog* taken off of the owner's property shall cause the *dog* to wear around the neck a collar to which shall be attached the current licence tag issued for that *dog* by the *Village*. Owners are encouraged to have their *dog* bear permanent identification in the form of a visible veterinary tattoo or identifiable microchip.
- 1.6. An *owner* of a *dog* that is certified under the *Guide Dog and Service Dog Act*, must obtain a licence, but the licence fee is waived for such *dogs*.
- 1.7. A registry of all licensed *dogs* will be kept at the *Village* indicating the dates of registration, the name and description of each *dog*, and the name and address of each owner.
- 1.8. The owner of any licensed *dog* shall, within thirty (30) days of the *owner's* change address, notify the *Village* of such change of address.
- 1.9. Transient *dogs* that have affixed to its collar or harness a valid and subsisting licence tag issued by any jurisdiction outside the *Village* of Pemberton shall not be deemed ownerless but shall be subject to every other provision of this Bylaw.

2. Responsibilities of Owners – Dog Control

- 2.1. An owner shall ensure his or her *dog* does not run *at large* within the *Village*;
- 2.2. An owner shall ensure his or her dog does not enter the school playing fields or any other public space that has signage posted at any time;
- 2.3. Notwithstanding subsection 2.1, a dog is not required to be on a leash while in the designated off-leash area located on the northeast corner of One Mile Lake Park or any other *Village* designated off-leash area;
- 2.4. If any dog defecates on any public or private property other than the property of its owner, the owner shall remove such feces immediately and dispose of the same in a sanitary manner.

- 2.5. An owner shall ensure his or her dog does not persistently bark or howl or otherwise disturb the peace, quiet and enjoyment of the neighbourhood.
- 2.6. No owner of a dog shall permit his or her dog to:
 - a) chase, bite or attack any person or animal; or
 - b) cause damage to any property.
- 2.7. The owner of any dog that is lawfully not on a leash pursuant to subsection 2.3 shall:
 - a) keep the *dog* under control by verbal command at all times;
 - b) ensure that the *dog* does not cause injury to any person or other animal or damage to any property.
- 2.8. No person shall own more than three (3) dogs unless the person meets the requirements for operating a kennel and has obtained a licence under section 8.
- 2.9. No person shall keep his or her dog in an unsanitary environment.
- 2.10. For the purpose of subsection 2.9, an environment is considered unsanitary when it contains objects that may cause injury to any person or dog or where it contains an accumulation of fecal matter, an odour, insect infestation, rodent attractants, or other conditions which endanger the health of any person or dog, or which disturbs or are likely to disturb the enjoyment, comfort or convenience of any person or dog.
- 2.11. An owner shall ensure his or her dog does not upset any waste receptacles or scatter the contents thereof either in or about a street, boulevard, sidewalk, lane, or other public property or in or about premises not belonging to or in the possession of the owner of the dog.
- 2.12. Any dog found on public or private property:
 - a) Without a required licence;
 - b) Unlawfully at large;
 - c) Straying or trespassing on private property;
 - d) On unfenced land and not securely tethered or contained; or
 - e) In violation of health regulations or a bylaw of the *Village*

may be impounded immediately by the *Bylaw Enforcement Officer* or *Police Officer*, and impounded or disposed of in accordance with this Bylaw, and if any

such action is taken, the owner must pay for any costs and expenses incurred by the *Village* and any applicable fees.

3. Responsibilities of Owners – Dog Care

3.1. An owner shall ensure his or her dog is provided with:

- a) clean potable drinking water and food of sufficient quantity and quality to allow for healthy growth and the maintenance of healthy body weight;
- b) food and water receptacles kept clean and disinfected and located so as to avoid contamination by excreta;
- c) the opportunity for regular exercise sufficient to maintain good health, including daily opportunities to be free of a confined area and exercised regularly under appropriate control; and
- d) necessary veterinary care when such *dog* exhibits signs of pain, injury, illness or suffering.

3.2. An *owner* of a *dog* which normally resides outdoors, or which is kept outdoors for extended periods of time, must ensure that the *dog* is provided with an outdoor shelter which:

- a) has a total area that is at least twice the length of the *dog* in all directions and that also allows the *dog* to turn around freely and adopt normal resting postures;
- b) ensures protection from heat, cold and dampness that is appropriate to the weight and type of protective outer coat of such *dog*.
- c) provides sufficient shade to protect the *dog* from the direct rays of the sun at all times; and
- d) is regularly cleaned and sanitized and removed of excreta daily.

3.3. No person may cause a dog to be hitched, tied or fastened to a fixed object where a choke collar or choke chain forms part of the securing apparatus, or where a rope or cord is tied directly around the dog's neck.

3.4. No *person* may cause a *dog* to be hitched, tied or fastened to a fixed object for longer than six (6) hours within a twenty-four (24) hour period.

3.5. No *person* may cause a *dog* to be confined in an enclosed space or vehicle, including a car, without adequate ventilation. Such enclosed space or vehicle,

if stationary, shall be in an area providing sufficient shade to protect the *dog* from the direct rays of the sun at all times.

- 3.6. No *person* may transport a *dog* in a vehicle outside the passenger compartment or in an uncovered passenger compartment unless it is adequately confined or unless it is secured in a body harness or other manner of fastening which is adequate to prevent it from falling off the vehicle or otherwise injuring itself.

4. Aggressive Dogs

- 4.1. A Bylaw Enforcement Officer may designate a dog as an aggressive dog for the purposes of this Bylaw, based on his or her own knowledge or observation, a written communication from another Bylaw Enforcement Officer, or a written complaint about the dog that provides reasonable grounds for the designation.
- 4.2. **(Amendment Bylaw No. 870, 2019)** If the *Bylaw Enforcement Officer* has designated a dog as an *aggressive dog*, the *Bylaw Enforcement Officer* will deliver to the owner or other person responsible for the dog, if that person is known, written notice advising that the dog has been so designated.

The notice of an *aggressive dog* determination is sufficiently delivered to the owner or person responsible for the dog:

- (a) by personally by handing the notice to the owner;
 - (b) by handing the notice to a person on the owner's property who appears to be over the age of 19 years;
 - (c) by posting the notice upon some part of the owner's property and by sending a copy to the owner by regular mail, in which case the notice is deemed to have been received by the owner seven (7) days after the date of mailing;
 - (d) by mailing a copy by prepaid registered mail to the last known address of the owner; or
 - (e) by electronic mail to the email address of the owner.
- 4.2.1 **(Amendment Bylaw No. 870, 2019)** Following receipt of a notice pursuant to section 4.2, the owner or competent person responsible for the *aggressive dog* must:
- (a) within 30 days, display an *aggressive dog sign* at the property where the dog normally sleeps so that the *aggressive dog sign* is visible to any person entering the property;

- (b) not cause, permit or allow the dog to be in any public place, unless the dog is *muzzled* and secured on a *leash*, no longer than two (2) metres, to its owner or to the *competent person* responsible for the dog;
 - (c) not cause, permit or allow the dog to be on private property without first informing the owner or occupier of the private property that the dog is an *aggressive dog*;
 - (d) when in a place owned or occupied by the owner, ensure the dog is:
 - i. kept securely confined indoors,
 - ii. kept securely confined in an *enclosure*, or
 - iii. secured on a leash to its owner or to a *competent person* responsible for the dog;
 - (e) not cause, permit, or allow the dog to enter any off-leash area; and
 - (f) immediately notify the Village that the dog is *at large* upon becoming aware that the dog is *at large*.
- 4.3. The *owner* of a dog that has been designated as an *aggressive dog* may, within **fourteen (14)** calendar days of being delivered notice of the designation, request that the *Bylaw Enforcement Officer* reconsider the designation. The request must be accompanied by written reasons why the owner believes the dog is not an *aggressive dog* and may include any information that would support that position. If requested, the *Bylaw Enforcement Officer* must allow the owner an opportunity to be heard, in person or by telephone or other device, and may arrange for any other person with relevant information to address the matter. If no request for reconsideration is made within **fourteen (14)** calendar days of the notice being delivered, the designation is final. *(Amendment Bylaw No 870, 2019)*
- 4.4. After considering the owner's case, and other relevant information as may be presented, the *Bylaw Enforcement Officer* may confirm or reverse the aggressive dog designation.

5. **Nuisance Dogs**

- 5.1 A person aggravated or concerned about a Nuisance Dog may contact a *Bylaw Enforcement Officer* to deal with the matter. *(Amendment Bylaw No. 955, 2024)*

6. Impoundment

- 5.1. Any *person* may deliver to the pound any *dog* found *at large* where no *owner* appears to be present.
- 5.2. Where action is taken under section 6.1 the *dog* shall be considered impounded at the time and placed under the control of the *Bylaw Enforcement Officer*, pound keeper, or a *police officer*.
- 5.3. On receiving a *dog* that has been delivered to the pound, the pound keeper or *Bylaw Enforcement Officer* will:
 - a) impound the *dog*; and
 - b) make reasonable efforts to determine the identity of the *owner* and to inform the *owner* that the *dog* has been impounded, whether the *dog* is alive or dead.
- 5.4. Any *dog* impounded will be provided with the basic *dog* care provisions described in Section 3 of this bylaw and with the requirements set out in *A Code of Practice for Canadian Kennel Operations* (Canadian Veterinary Medical Association, 2007).
- 5.5. The *dog* shall remain impounded for a minimum of 72 hours, not including the date of impoundment unless the *dog* is claimed by its rightful *owner* (*Amendment Bylaw No. 854, 2019*). If not so claimed within that time, the *dog* shall become the property of the *Village*, and;
 - a) the *Bylaw Enforcement Officer* may:
 - b) arrange for such veterinary care for an injured or ill impounded *dog* as may be necessary to sustain its life; or
 - c) arrange to transfer ownership of the dog to the pound keeper; and
 - d) the *Village* may recover from the *owner*, the cost of veterinary care provided while the *dog* was impounded, in addition to any other fees due to the *Village* for redemption of the dog (*Amendment Bylaw No. 854, 2019*);
- 5.6. During the impoundment period, the pound keeper may euthanize, by lethal injection of a barbiturate approved by the British Columbia Veterinary Medical Association, any *dog* deemed to be seriously ill or injured, for humane reasons and in prior consultation with a veterinarian, and if reasonable efforts to contact the *owner* of the *dog* have failed.

5.7. During the impoundment period, the pound keeper shall:

- a) provide such veterinary care for an injured or ill impounded *dog* as may be necessary to sustain its life; and
- b) be entitled to recover from its *owner*, the cost of veterinary care provided while the *dog* was impounded, in addition to any other fees due to the *Village* for redemption of the *dog*.

5.8. When a *dog* seized and impounded does not have a permanent form of identification (veterinary tattoo or microchip), the pound keeper shall encourage the *owner* to implant the *dog* with a microchip.

5.9. In order to obtain the release of an impounded *dog* during the impoundment period stipulated in subsection 6.5, the *owner* shall:

- a) provide proof of *ownership* of the *dog*;
- b) licence the *dog* with the *Village*;
- c) pay to the *Village*:
 - i. any applicable fines as outlined in Schedule A; *(Amendment Bylaw No. 905, 2021)* any costs associated with the application of the microchip or tattoo should that be done by the pound;
 - ii. any applicable impoundment, per diem dog care and housing, or other fees; *(Amendment Bylaw No. 905, 2021)* any costs incurred due to veterinary services rendered during the impoundment period.

5.10. Where the *owner* of a *dog* has been determined and all reasonable efforts to contact such *owner* have been made, but such *owner* does not claim the *dog*, they shall be responsible for payment to the *Village* of the fees described in subsection 6.5.

5.11. If a dog is impounded pursuant to section 49 of the *Community Charter* and is destroyed pursuant to an order of the Provincial Court, its owner must pay to the *Village*, within 30 days of the order, all boarding fees owing for it being impounded as set out in Schedule A. *(Amendment Bylaw No. 870, 2019)*

7. **Dangerous Dogs** *(Amendment Bylaw No. 870, 2019)*

7.1. No person shall own or keep any *dangerous dog* unless such dog is licensed as a *dangerous dog* with the *Village* by an owner who is over the age of eighteen, and who has paid the applicable fee indicated in Schedule A.

- 7.2. When a dog has been determined by the Provincial Court to be a dangerous dog as defined under section 49(1) of the Community Charter, or, when such a determination is pending in an ongoing proceeding with the Provincial Court, the owner or person responsible for the dangerous dog must:
- (a) within 30 days of the date of Notice, display an *aggressive dog sign* at each entrance to the property and building where the dog is kept so that the *aggressive dog sign* is visible to any person entering the property;
 - (b) not cause, permit or allow the dog to be in any public place, unless the dog is *muzzled* and secured on a *leash*, no longer than one (1) metre, to its owner or to the *competent person* responsible for the dog;
 - (c) not cause, permit or allow the dog to be on private property, other than the property of the owner or person responsible for the dog.
 - (d) when in a place owned or occupied by the owner, ensure the dog is:
 - i. kept securely confined indoors,
 - ii. kept securely confined in an enclosure, or
 - iii. secured on a leash to its owner or to a person responsible for the dog;
 - (e) not cause, permit, or allow the dog to enter any off-leash area; and
 - (f) immediately notify the Village that the dog is at large upon becoming aware that the dog is at large.
- 7.3. All powers conferred under the authority of this Bylaw are in addition to the powers conferred by section 49 of the Community Charter and this Bylaw does not reduce or limit any powers conferred by section 49 of the *Community Charter*.

8. **Kennels**

- 7.1. Four (4) or more *dogs* may not be kept or harboured on any property or residential unit unless a valid and subsisting kennel licence has been issued under this Bylaw.
- 7.2. No *kennel* shall be permitted:
- a) in a residential zone;

- b) in any other zone within fifty (50) metres of the parcel boundary of any property other than that occupied by the *owner*.

7.3. A person must not keep or maintain a kennel without first having

- a) applied for a kennel permit on a form provided by the Village;
- b) paid the applicable kennel licence fee; and
- c) obtained a kennel licence. (*Amendment Bylaw No. 905, 2021*)

BACKYARD HEN KEEPING

9. General

- 8.1. A person must not keep *Backyard Hens* except in accordance with this Bylaw, the *Zoning Bylaw* and with a *Backyard Hen Keeping Permit*.
- 8.2. A person who keeps *Backyard Hens* without a permit is subject to a fine as set out in Schedule "B".

10. Permit Application & Fees

- 9.1. A person may apply for a *Backyard Hen Keeping Permit* by submitting an application in writing to the *Manager*, in a form approved by the *Manager*, together with a non-refundable permit fee. *(Amendment Bylaw No. 905, 2021)*

11. Authority of the Village Manager

- 10.1. Upon receiving a complete application together with payment of applicable fees, the *Manager* may, issue a *Backyard Hen Keeping Permit* and as a condition of the Permit, may impose terms, restrictions and requirements to ensure the use will be compliant.
- 10.2. The *Manager* may suspend, revoke or cancel a *Backyard Hen Keeping Permit* immediately or upon notice if the *Manager* finds the Permit holder has contravened this or another applicable bylaw or regulation, or any term or condition of the Permit.
- 10.3. The *Manager* may impose restrictions and requirements as a condition of restating or reissuing the Permit to remedy the contravention and ensure continuing compliance.

12. General Regulations

- 11.1. A person who keeps *Backyard Hens* must:
 - a) Be a resident of the property where the *Backyard Hens* are kept;
 - b) Hold a valid *Backyard Hen Keeping Permit*;
 - c) Keep no more than five (5) *Backyard Hens* on any parcel of land despite the number of permissible dwelling units on that parcel;
 - d) Not keep a rooster;

- e) Provide each *Backyard 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 *Backyard Hen* in good health;
- f) Keep a food container and water container in each *Coop*;
- g) Ensure that all *Backyard Hens* are kept within a secure *Coop* from sunset to 7:00 a.m.;
- h) Ensure that each *Backyard Hen* remains at all times in a *Coop* or *Outdoor Enclosure*;
- i) Not keep a *Backyard Hen* in a cage;
- j) Remove leftover feed, trash and manure in a timely manner;
- k) Store manure within a fully enclosed structure and store no more than 0.8 cubic metres at one time;
- l) Remove all manure not used for composting or fertilizing;
- m) Not deposit manure in the *Village's* sewage or storm drain system;
- n) Follow the Canadian Food Inspection Agency *National Biosecurity Standards and Biosecurity Principles*;
- o) Keep a *Backyard Hen* for personal use only and not sell eggs, manure, meat or other products derived from the *Backyard Hens*;
- p) Not slaughter or attempt to euthanize a *Backyard Hen* on the property;
- q) Not dispose of a *Backyard Hen* except by delivering it to a farm, abattoir or a veterinarian, mobile slaughter unit or other facility that has the ability to dispose of a *Backyard Hen* lawfully;

13. Coops and Outdoor Enclosures

12.1. A person who keeps *Backyard Hens* must:

- a) provide a *Coop* and *Outdoor Enclosure* providing each *Backyard Hen* with a minimum of 0.4m² coop floor area and 0.92m² area of enclosed outdoor run space per *Backyard Hen*;

- b) provide each *Backyard Hen* with its own nesting box and perch that is at least fifteen (15) centimetres long;
- c) ensure that the *Coop* and *Outdoor Enclosure* is situated in accordance with the *Zoning Bylaw*; ensure that the *coop* and *outdoor enclosure* is a minimum of three (3) m from any dwelling window or door;
- d) secure the *Coop* and *Outdoor Enclosure* with electric fencing;
- e) maintain each *Coop* and *Outdoor Enclosure* in good repair and sanitary condition and free from vermin and obnoxious smells and substances;
- f) construct and maintain each *Coop* and *Outdoor Enclosure* to prevent any rodent from harbouring underneath or within it or within its walls and to prevent entrance from any other wildlife.

14. Limit to Number of Flocks

- 14.1. The Village of Pemberton reserves the right to limit the number of backyard flocks permitted in the Village and in each neighborhood or block.

PROHIBITED ANIMALS

15. Except as provided in subsection 16 of this bylaw, no person shall:

- 14.1. breed;
- 14.2. possess;
- 14.3. exhibit for entertainment or educational purposes, or
- 14.4. display in public either on a temporary basis or permanent basis,
any prohibited animal listed in Schedule "C".

15. Subsection 15 does not apply to:

- 15.1. The premises of a local government facility used for keeping impounded animals;
- 15.2. The premises of any police department;
- 15.3. Premises operated by the British Columbia Society for the Prevention of Cruelty to Animals;

- 15.4. The premises of a veterinarian licensed by the British Columbia Veterinary Medical Association, providing the veterinarian is providing temporary care for a prohibited animal;
- 15.5. Premises that keep prohibited animals for which a valid permit and/or license is in place pursuant to the *Wildlife Act* or *Fur Farm Act*;
- 15.6. Premises that keep animals for educational and research purposes, which are accredited by the Canadian Council for Animal Care;
- 15.7. Premises of an aquarium or zoological park, which is accredited by the Canadian Association of Zoological Parks and Aquaria.

ENFORCEMENT

17. This Bylaw may be enforced by the *Manager*, a *Police Officer* or a *Bylaw Enforcement Officer*.

ENTERING LAND TO CARRY OUT AN ORDER

19. The *Manager*, a *Police Officer*, or a *Bylaw Enforcement Officer* acting under the direction of the *Manager*, may enter at all reasonable times into or upon any lands or premises to ascertain whether the provisions of this Bylaw are being met.
20. A person must not prevent or obstruct the *Manager*, a *Police Officer*, or a *Bylaw Enforcement Officer* from carrying out any inspections or performing other functions under this bylaw.
20. Deleted. (Amendment Bylaw No. 918, 2021)

OFFENCES AND PENALTIES

21. Any *person* who:
 - 21.1. violates or contravenes any provision of this Bylaw;
 - 21.2. causes or allows any act or thing to be done in contravention or violation of any provision of this Bylaw;
 - 21.3. fails or neglects to do, or refrains from doing, any act or thing which is required to be done by any provision of this Bylaw;
 - 21.4. fails to comply with an order, direction or notice given under this Bylaw;

commits an offence and contravention and for each day that the offence continues amounts to a separate and distinct offence.

22. A *person* convicted of an offence or found guilty of a contravention under this bylaw is liable:

22.1. If proceedings are brought under the *Offence Act*, to pay a fine to a maximum of \$50,000 (*Amendment Bylaw No. 918, 2021*) and such other amounts as the court may impose in relation to the offence;

22.2. If a ticket is issued under the Municipal Ticket Information Utilization Bylaw No. 800, 2016 as amended or replaced from time to time, to pay a fine to a maximum of \$1,000;

22.3. If a bylaw notice is issued under a bylaw made under the *Local Government Bylaw Notice Enforcement Act*, to pay a penalty to a maximum authorized under that *Act*

COST RECOVERY

23. Where a *person* fails to pay the *Village's* costs as required by this Bylaw or where a *person* subject to an order under this bylaw fails to act required by the order and the *Village* carries out the work or otherwise fulfills the requirement, the *Village* may recover its costs from the *owner*, occupier or *person responsible* for the work or for payment of the costs, as a debt to the *Village*. Money owed to the *Village* under this bylaw is payable upon receipt of an invoice from the *Village*.

SCHEDULES

24. Schedule A, List of Prohibited Animals, is attached to and form part of this bylaw and are enforceable in the same manner as this bylaw. (*Amendment Bylaw No. 918, 2021*)

25. Fees and charges for services that may be or are provided under this Bylaw shall be payable as set out in the *Fees and Charges Bylaw*. (*Amendment Bylaw No. 905, 2021*)

SEVERABILITY

26. If any section or subsection of this bylaw is found to be invalid by a court of competent jurisdiction, the section or subsection may be severed from the bylaw without affecting the validity of the remainder of the bylaw.

REPEALED BYLAWS

Village of Pemberton Animal Control Bylaw No. 651, 2010 is hereby repealed.

Village of Pemberton Animal Control Amendment Bylaw No. 779, 2015 is hereby repealed.

READ A FIRST TIME this 4th day of September, 2018.

READ A SECOND TIME this 4th day of September, 2018.

READ A THIRD TIME this 4th day of September, 2018.

ADOPTED this 2nd day of October, 2018.

Mike Richman
Mayor

Sheena Fraser
Corporate Officer

Schedule A – LIST OF PROHIBITED ANIMALS (Amendment Bylaw No. 905, 2021)
(Amendment Bylaw No. 918, 2021)

- all nonhuman primates
- all felidae, except the domestic cat
- all canidae, except the domestic dog
- all ursidae (bears) - all proboscidea (elephants)
- all pinnipedia (seals, walrus)
- all marsupials
- all edentates (anteaters)
- all xenartha (such as sloths, armadillos, and tamanduas)
- all monotremata (spiny anteater and platypus)
- all venomous or poisonous reptiles and amphibians
- all reptiles and amphibians over 2ft adult size
- all venomous or poisonous invertebrates (such as black widow spiders, tarantulas, and blue-ringed octopus)
- all ungulates, except the bison and the domestic breeds of cow, goat, sheep, pig, horse, mule, donkey, ass, llama, and alpaca - all hyenidae (hyenas)
- all hyracoidean (hyraxes)
- all erinaceidae (tenrecs and hedgehogs)
- all mustelidae (skunks, weasels, otters, wild ferrets), except the domestic ferret
- all procyonidae (raccoons, coatimundis)
- all viverridae (civets and genets)
- all herpestidae (mongooses)
- all cetacea (whales, porpoises, dolphins)
- all rodentia, except the hamster, gerbil, guinea pig, domestic mouse, and domestic rat
- all chiroptera (bats), colugos (flying lemurs), and scandentia (treeshrews)
- all lagomorphs (rabbits and hare), except the domestic rabbit
- all birds except the domestic quail, pheasant, pigeon, chicken, duck, goose and turkey, plus the budgie, cockatiel, lovebird, finch, and canary
- all saltwater fish