

**THE CORPORATION OF THE
CITY OF WHITE ROCK
BYLAW NO. 1161**



A By-law to provide for the licencing and control of dogs, and to establish a pound with provision for the impounding of dogs unlawfully permitted to be at large.

DISCLAIMER: THIS BYLAW IS CONSOLIDATED FOR CONVENIENCE ONLY. THE CITY DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN THIS CONSOLIDATION IS CURRENT. IT IS THE RESPONSIBILITY OF THE PERSON USING THIS CONSOLIDATION TO ENSURE THAT IT ACCURATELY REFLECTS CURRENT BYLAW PROVISIONS.

Consolidated as of August 2008.

TABLE OF CONSOLIDATION			
BYLAW	DATE APPROVED	AMENDMENT NO.	SUBJECT MATTER
1245	January 14, 1991	1	Part 1 Definitions
1325	September 14, 1992	2	Schedule B, Schedule D
1416	December 5, 1994	3	Schedule A

The Council of the Corporation of the City of White Rock, in open meeting assembled, ENACTS as follows:

PART 1 – GENERAL

1. In this By-law, unless the context otherwise requires,

“Animal Control Officer” means the person appointed by Council for the purpose of administering the provisions of the by-law;

“Beach Area” means that portion of the incorporated area of the City of White Rock which lies south of the northerly boundary of the Right-of-Way of the Burlington Northern Incorporated Railway Line;

“Dog” means an animal of the species canine that is apparently over the age of four months;

~~“Eastern White Rock Beach Area” means that portion of the incorporated area of the City of White Rock which is bounded:~~

- ~~(a) on the north, by the northerly boundary of the Burlington Northern Railroad Company right-of-way;~~
- ~~(b) on the west, by a line extended south in a straight line, from the centre line of Bay Street;~~
- ~~(c) on the east, by a line extended north and south in a straight line from the west boundary of the White Rock Pier; and~~
- ~~(d) on the south by the 49th Parallel; (deleted by Bylaw 1245)~~

“Eastern White Rock Beach Area” means that portion of the incorporated area of the City of White Rock which is bounded: *(Added by Bylaw 1245)*

- (a) on the north, by the northerly boundary of the Burlington Northern Railroad Company right-of-way;
- (b) on the south, by the 49th Parallel;

Section A

- (i) on the west, by a line extended south in a straight line, from the center line of Bay Street; and
- (ii) on the east, by a line extended north and south in a straight line from the west boundary of the White Rock Pier;

Section B

- (i) on the west, by a line extended south in a straight line, from the west boundary of Cypress Street; and
- (ii) on the east, by a line extended north and south in a straight line from the east boundary of Finlay Street.

“Enclosure” means a structure at least 1.8 metres (5.90’) in height having a concrete or asphalt floor and wire or steel mesh sides and roof, constructed to prevent the entry of young children or the escape of a dog;

“Kennel” means any premises where more than two (2) dogs are kept, housed or harboured;

“Neutered Dog” means a male dog which has been castrated;

“Owner” means and includes any person who owns, or has in his possession, a dog, or any person harbouring or allowing a dog to remain about his house or premises;

“Poundkeeper” means the person or persons appointed from time to time by the Council to be Poundkeeper for the City and includes the duly authorized agent of any Corporation or Society with whom the Council has entered into an agreement to act as Poundkeeper;

“Running At Large” means any dog, where it is not under control by being:

- i) on the property of its owner or of another person who has the care and control of the dog;
- ii) in direct and continuous charge of a person who is competent to control it;
- iii) securely confined within an enclosure; or
- iv) securely fastened so that it is unable to roam;

“Spayed Dog” means a female dog which has been operated on so as to destroy the reproductive powers thereof;

“Unlicenced Dog” means any dog for which the licence for the current year, as provided by this By-law, has not been obtained;

“Vicious Dog” means

- i) a dog which has killed or injured a person or domestic animal; or
- ii) any dog with a known propensity or disposition to attack other animals or persons; or
- iii) a dog, which has, without provocation, attacked or aggressively pursued or bitten a person or another animal;
- iv) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier or any dog of mixed breeding which, includes any of the aforementioned breeds, which is:
 - (a) found on any street or in any public place or in any other place that is not owned or controlled by the person having custody of the dog, unless the dog is muzzled to prevent it from biting another animal or a person; or
 - (b) on the premises owned or controlled by the person having custody of the dog, not kept securely confined, either indoors or in an enclosure;
- v) any dog owned or harboured primarily or in part for the purpose of dog fighting or any dog trained for dog fighting.

PART II – LICENCING OF DOG

2. No person shall own, keep, harbour or have in his possession any dog over the age of four (4) months unless the licence therefore, under this By-law, has first been obtained.
3. Dog licence fees pursuant to this By-law are payable annually on the 1st day of January in each year, or as soon thereafter as such dog attains the age of four (4) months, and the amount thereof is as set forth in Schedule “A” attached to and forming part of this By-law.
4. Issued with each dog licence, will be a suitable tag, impressed or stamped with the number corresponding to the number of the licence, and with figures denoting the calendar year in which the licence is valid.
5. Every Owner of a dog licenced under this By-law is to provide and keep on the dog, a suitable collar or harness to which will be secured, at all times, the tag issued in connection with the licencing of such dog.
6. Where the tag issued with any dog licence pursuant to this By-law is lost or stolen, the holder of such licence may apply for the issuance of a replacement tag and upon the production of the licence issued and payment of the sum of Two Dollars (\$2.00) therefore, a replacement tag may be issued.
7. An Owner holding a valid and subsisting licence for any dog under the provisions of the “LIVESTOCK PROTECTION ACT” or pursuant to a By-law of any other Municipality of the Province of British Columbia, shall not be liable to obtain a licence pursuant to this By-law, in respect of the same dog for the unexpired portion of the period for which such licence has been issued.
8. Every dog licence issued under this By-law expires on the thirty-first day of December next following the date on which the licence became effective.

PART III – CONTROL OF DOGS

- 9.(a) No person that has the care, custody or control of any dog shall suffer or permit such dog to run at large, on any highway or public place;
- (b) No person that has the care, custody or control shall suffer or permit a dog to be upon the White Rock Pier at any time or within the Beach Area between the fifteenth day of May and the fifteenth day of September of any calendar year;
- (c) No person that has the care, custody or control of any dog, while on a leash, shall leave such dog unattended on a highway, any public place or any place other than his own property;
- (d) No person shall keep, own, or operate a kennel;

PART III – CONTROL OF DOGS (continued)

- (e) Every Owner of a dog shall:
 - (i) keep such dog from running at large;
 - (ii) keep such dog effectively secured on a leash while such dog is upon any highway or public place within the City;
 - (iii) keep such dog effectively confined within a building or secured on a leash on the premises of the Owner while such dog is a female in heat.
 - (f)
 - (i) the Owner of any dog that leaves or deposits excrement on any property other than property of the Owner, shall immediately remove such excrement and dispose of it, in a sanitary manner, on his own property;
 - (ii) this section shall not apply to a dog which is guiding a blind person.
 - (g) No person who is the owner of, or who has custody, care of control of, any dog shall permit such dog to be upon or within the Eastern White Rock Beach Area, except for parking lots therein, at any time.
 - (h) No person who is the owner of, or who has custody, care or control of a vicious dog when such dog is not effectively muzzled on a leash and under the control of a person who is in control of the dog, shall keep such dog indoors or within an enclosure.
 - (i) The owner of any dog other than a vicious dog shall at all times when such dog is not on a leash and under control of a person shall keep such dog securely confined on the premises owned or controlled by the owner by keeping the dog indoors, within a fenced area sufficient to prevent the escape of the dog or securely tethered in such a manner as to prevent the dog from leaving the premises.
10. The Animal Control Officer is empowered to impound:
- (a) Any dog running at large;
 - (b) Any vicious dog not under control as required by this by-law;
 - (c) Any dog suffering from an incurable disease and which is not sufficiently secured so as to prevent it from endangering the safety of any person or other animal;
- and to detain any such dog for 72 hours, unless it be sooner reclaimed. Any dog not reclaimed within 72 hours may be sold or destroyed by the poundkeeper.
11. The Animal Control Officer, may, where he has reason to believe that a dog for which the licence fee for the current year has not been paid, or a dog which does not have attached to it the tag for the current year, as hereinbefore provided, has taken refuge on any premises, request the occupant of such premises to satisfy him such licence fee has been paid, and to exhibit such tag attached to such dog, and where any dog is found to be on such premises, as aforesaid, any occupant who fails or refuses to exhibit such tag, attached to such dog shall be deemed to be guilty of an infraction of this By-law.
12. The Animal Control Officer or any peace officer is authorized to destroy any unlicensed dog which is found at large and is either vicious or diseased.

PART IV – VICIOUS DOGS

13. It is hereby declared that a state of emergency exists in the Corporation of the City of White Rock with regard to the frequency and severity of unprovoked attacks on other animals and persons by dogs.
14. Where the animal control officer is satisfied what a vicious dog is being kept or harboured on any premises contrary to the provisions of the By-law, the animal control officer may enter on such premises and seize any such vicious dog and may impound same for a period of 10 days. If the vicious dog is known to have inflicted a bite on another animal or a person, it shall be kept in isolation and if it is determined that the vicious dog is suffering from rabies or any other incurable sickness, the animal control officer may immediately destroy such dog.
15. The owner of any vicious dog which has been impounded pursuant to the provisions of Section 14 hereof and which has not been determined to be suffering from rabies or any other incurable sickness may reclaim such vicious dog after the 10 day impounding period, at any time prior to its destruction, on application to the animal control officer, on proof of ownership of the vicious dog, on payment of the fees prescribed by Schedule “B” hereof, and on delivery to the animal control officer of an executed statement in the form prescribed by Schedule “C” hereto.
16. If a vicious dog which has been impounded pursuant to the provisions of Section 14 hereof is not reclaimed within 72 hours after the 10 day impounding period, the animal control officer may cause such vicious dog to be destroyed, except, where the owner of such vicious dog requests a further period of time in which to construct an enclosure for the vicious dog, the animal control officer may extend the time limited to reclaim the vicious dog for a period of not more than 30 days upon receiving payment in advance of all fees prescribed by Schedule “B” hereof.
17. Where a vicious dog which has been impounded pursuant to Sections 10 or 14 hereof and reclaimed by the owner is subsequently found to be running at large or not under control as required by this By-law, the animal control officer or any Peace Officer may seize the vicious dog running at large or enter on any premises and seize such vicious dog and may cause such vicious dog to be immediately destroyed.

PART V – POUND OPERATION

18. The Council, may by agreement, appoint a poundkeeper to perform the duties stated in this By-law.
19. Any dog impounded under this by-law may be redeemed by its owner, by producing proof of ownership and paying the fees set out in Schedule “B” which is attached to and forms a part of this by-law.

PART V – POUND OPERATION (Continued)

20. The Owner of any dog impounded pursuant to this by-law shall be liable to pay the fees imposed by Schedule “B”, whether or not such dog is redeemed by the Owner.
21. It shall be the duty of the Animal Control Officer to record the description of all dogs impounded by him, the name of the person who took or sent the same to be impounded (if any), the day and hour on which such dog was received, reclaimed, or otherwise disposed of, the amount of the fees and charges paid, and the name of the person reclaiming; and he shall on or before the tenth (10th) day of every succeeding month make a return in writing to the Council, in such form as may be prescribed by the Council.
22. No person shall attempt to rescue, or rescue or release any dog in the custody of the poundkeeper, animal control officer or any peace officer.

PART VI – RIGHT OF ENTRY

23. The Animal Control Officer and any Peace Officer are hereby authorized, collectively or individually, to enter, at all reasonable times, upon any property within the City subject to any of the provisions of this By-law, in order to ascertain whether such provisions are being obeyed.

PART VII – PENALTIES

24. Every person who violates any of the provisions of the By-law, or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this By-law, or who neglects to do or refrains from doing anything required to be done by any of the provisions of the By-law, who does any act which violates any of the provisions of the By-law, shall be guilty of an offence and upon conviction therefore shall be liable to a fine and penalty not exceeding Two Thousand Dollars (\$2,000.00), or in the alternative to imprisonment for any period of time not exceeding six (6) months.

PART VIII – REPEAL

25. The “White Rock Dog Licencing and Control By-law, 1984, No. 940” and amendments thereto are hereby repealed.

PART IX - CITING

26. This By-law may be cited for all purposes as “White Rock Dog Licencing, Control and Impounding By-law, 1989, No. 1161”.

RECEIVED FIRST READING on the	10 th	day of July,	1989
RECEIVED SECOND READING on the	10 th	day of July,	1989
RECEIVED THIRD READING on the	10 th	day of July,	1989
RECONSIDERED AND FINALLY ADOPTED on the	24 th	day of July,	1989

MAYOR

CITY CLERK

**THE CORPORATION OF THE
CITY OF WHITE ROCK
BYLAW NO. 1161**



SCHEDULE "A"

DOG LICENCE FEES (SECTION 3)

Dog licence fees are payable as follows: *(Amended by Bylaw 1416)*

- (a) For each male dog a fee of Thirty Five Dollars (\$35.00) per year, or part thereof;
- (b) For each female dog, a fee of Thirty Five Dollars (\$35.00) per year, or part thereof;
- (c) For each neutered or spayed dog, a fee of Ten Dollars (\$10.00) per year, or part thereof, provided a certificate of neutering or spaying from a registered Veterinary Surgeon is provided;
- (d) Fees for issuance of replacement licence tag, Three Dollars (\$3.00)

**THE CORPORATION OF THE
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BYLAW NO. 1161**



SCHEDULE "B"

DOGS

1. The owner of any dog impounded under this Bylaw may reclaim same on application to the Animal Control Officer, providing proof of ownership, and paying the following fees: *(Amended by Bylaw 1325)*
 - (a) An impounding fee of Sixty Dollars (\$60.00) where the dog is licenced for the current year;
 - (b) An impounding fee of Eighty Dollars (\$80.00) where the dog has not been licenced for the current year, plus the applicable licence fee;
 - (c) A maintenance fee of Twelve Dollars Fifty Cents (\$12.50) per day or part per day of detention.

2. The owner of any vicious dog impounded under this By-law may reclaim same on application to the Animal Control Officer, providing proof of ownership and paying the following fees:
 - (a) An impounding fee of Five Hundred Dollars (\$500.00);
 - (b) A maintenance fee of Twenty Five (\$25.00) per day or part day of detention.

**THE CORPORATION OF THE
CITY OF WHITE ROCK
BYLAW NO. 1161 SCHEDULE “C”**



APPLICATION FOR RELEASE OF VICIOUS DOG

1. I, _____, of
(Name of Owner)

(Address of Owner)
in the City of White Rock, British Columbia, hereby apply for the release of a

(Colour, Breed and Sex of Dog)
which has been impounded pursuant to Section 15 of By-law No. 1161.

2. I am the owner of the above described dog.
3. I am aware that the dog is a “vicious dog” within the meaning prescribed by By-law No. 1161 and I am aware of the responsibility and potential liability which rests with me in keeping or harbouring such dog.
4. In consideration of the release of such dog to me, I hereby acknowledge, covenant and agree with The Corporation of the City of White Rock:
 - (a) that I have constructed on the premises where such dog will be kept an “enclosure” within the meaning prescribed by By-law No. 1161;
 - (b) that I will at all times when the said dog is not effectively muzzled, on a leash and under the control of a person who is competent to control the dog, keep such dog indoors or within a securely closed and locked enclosure;
 - (c) that I will save harmless and indemnify The Corporation of the City of White Rock, its Poundkeeper and any of its other 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 such dog to me or the keeping or harbouring of such 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 such dog or any damage to property caused by such dog; and
 - (d) that I am aware that if such dog is ever again found to be at large or not confined as herein before provided, the dog may be seized and immediately destroyed by the Poundkeeper or any Peace Officer.
5. I submit herewith the Sum of \$_____ in payment of all licence and impounding fees payable by me pursuant to By-law No. 1161.

Signature of Owner

**THE CORPORATION OF THE
CITY OF WHITE ROCK
BYLAW NO. 1161**



**SCHEDULE "D"
POUNDKEEPERS AGREEMENT**

WHEREAS the City may appoint a Poundkeeper AND WHEREAS Dr. James O. Olafson of Peace Arch Veterinary Clinic desires to be the Poundkeeper for the City, pursuant to the terms of this Agreement.

NOW THEREFORE this Agreement witnesseth the following:

APPOINTMENT:

1. The City hereby appoints Dr. James O. Olafson of Peace Arch Veterinary Clinic to be its Poundkeeper to provide the following poundkeeping services.

SERVICES:

2. The Poundkeeper shall provide satisfactory facilities and services for the care, keeping or destruction of dogs impounded in the City under White Rock Dog Licencing, Control and Impounding By-law, 1989, No. 1161.
3. The Poundkeepers' facilities shall be located at 3221 – 140th Street, Surrey, B.C.; or such other location approved in writing by the City's Animal Control Officer.
4. The Poundkeeper shall accept any dog delivered to it by the City; and keep a written record of the description and length of stay of said dog along with ultimate result of the disposition of the dog.

TERM:

5. This Agreement shall commence on July 4, 1989 and expire on December 31, 1990; unless the parties agree to extend the term in writing prior to expiration of the Agreement.

Either party may terminate the Agreement upon 4 months' written notice delivered to the address of the other party indicated above.

PAYMENT:

6. The City agrees to pay the Poundkeeper the following amounts for its services, within 30 days of receipt of an itemized invoice: *(Added / Amended by Bylaw 1325)*
 - (a) an impounding fee of \$50.00 for each dog delivered to the Poundkeeper;
 - (b) a daily fee of \$12.50 for each day, or part thereof, a dog is kept by the Poundkeeper.

- 6. ~~The City agrees to pay the Poundkeeper the following amounts for its services, within 30 days of receipt of an itemized invoice: (Deleted by Bylaw 1325)~~
 - ~~(a) an impounding fee of \$35.00 for each dog delivered to the Poundkeeper;~~
 - ~~(b) a daily fee of \$10.00 for each day, or part thereof, a dog is kept by the Poundkeeper.~~

OTHER CONDITIONS:

- 7. The City agrees that the adoption, if any, of dogs impounded shall be its sole responsibility.
- 8. The Poundkeeper shall operate within the requirements of White Rock Dog Licensing, Control and Impounding By-law, 1989, No. 1161.
- 9. The Poundkeeper shall keep sufficient accounting records and allow the City to verify the accuracy of its records in relation to any invoice presented to the City for payment.

DEFAULT:

The City may, upon 15 days' written notice, terminate this Agreement for any default by the Poundkeeper of its requirements of obligations.

DATED this _____ day of _____, .

SIGNED, SEALED AND DELIVERED)
 by the above named in the)
 presence of:)
)
 Name:)
)
)
 Address:)
)
)
 Occupation:)
)
)

The Corporation Seal of the CORPORATION
OF THE CITY OF WHITE ROCK was hereto
Affixed in the presence of:

_____)
Mayor

_____)
Clerk/Administrator