



District of Maple Ridge

**Maple Ridge  
Animal Control and Licencing  
Bylaw No. 6908-2012**

Effective Date: November 27, 2012

District of Maple Ridge

Animal Control and Licencing Bylaw No. 6908-2012

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District of Maple Ridge

**Animal Control and Licencing Bylaw No. 6908-2012**

A bylaw to provide for the regulation, keeping, breeding, sale, purchase, displaying and impounding of animals within the municipal boundaries of the District of Maple Ridge under the *Community Charter*.

WHEREAS the Council of The District of Maple Ridge deems it expedient to provide for a bylaw for the provision of services, the regulation, impoundment, display and protection of animals, and the licencing of dogs within the municipal boundaries of the District;

And WHEREAS paragraph 8 (3) (k) of the *Community Charter*, SBC 2003, c. 26 provides general authority to regulate, prohibit and impose requirements by bylaw in relation to animals;

And WHEREAS Section 47 of the *Community Charter* provides that a bylaw passed under section 8 (3) (k) may establish different classes of animals on the basis of sex, age, size or breed.

And WHEREAS Section 48 of the *Community Charter* provides authority for the seizure of animals and related powers;

And WHEREAS the Council has received complaints and reports of unprovoked attacks on other **Animals** and persons by **Dangerous** or **Aggressive Dogs**;

NOW THEREFORE, the Council of the District of Maple Ridge enacts as follows:

## **Part 1 Citation**

- 1.1 This bylaw may be cited as Animal Control and Licencing Bylaw No. 6908-2012.

## **Part 2 Severability**

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsequent, paragraph, subparagraph, clause or phrase.

## **Part 3 Previous Bylaw Repeal**

- 3.1 Maple Ridge Large Animal Pound Bylaw No. 2518-1977;
- 3.2 Maple Ridge Exotic Animal Bylaw No. 5755-1999; and
- 3.3 Maple Ridge Dog Pound and Dog Control Bylaw No. 4524-1991, and the following amendment bylaws are hereby repealed:

<b>Amendment Bylaw</b>	<b>Effective Date</b>
Bylaw No. 2766-1980	February 18, 1980
Bylaw No. 3476-1984	November 5, 1984
Bylaw No. 4647-1992	February 3, 1992
Bylaw No. 5050-1994	December 19, 1994
Bylaw No. 5268-1995	May 9, 1995
Bylaw No. 5299-1995	September 26, 1995
Bylaw No. 5468-1996	October 8, 1996
Bylaw No. 5584-1997	July 15, 1997
Bylaw No. 5873-1999	January 25, 2000
Bylaw No. 6004-2001	February 12, 2002
Bylaw No. 6422-2006	November 28, 2006
Bylaw No. 6463-2007	February 13, 2007
Bylaw No. 6582-2008	June 24, 2008
Bylaw No. 6628-2008	November 25, 2008
Bylaw No. 6693-2009	January 12, 2010

## Part 4 Definitions

4.1 In this bylaw, unless the context otherwise requires, the following words have the following meanings:

**“Aggressive Dog”** means

- (a) a dog that has attacked, bitten or caused injury to a person or has demonstrated a propensity, tendency or disposition to do so; or
- (b) a dog that has bitten, killed or caused injury to a domestic animal; or
- (c) a dog that has aggressively pursued or harassed a person or domestic animal; or
- (d) a dog with a known propensity to attack or injure a person without provocation; or

**“Altered”** means a female animal that has been spayed or a male animal that has been neutered.

**“Animal Control Officer”** means a Bylaw Enforcement Officer, **SPCA** Officer, Peace Officer, Police Officer or **Pound Keeper**.

**“At Large”** means:

- (a) in a **Public Place** listed in Schedule B of this bylaw;
- (b) in a place other than the premises of the **Owner** while not on a leash and in the immediate and effective control of the **Owner**;
- (c) on any property without the consent of the registered owner or occupier of that property; or
- (d) being in a designated off-leash area, where permitted, but not under the immediate and effective control of the **Owner**.

**“Breeding”** means the process of mating dogs or animals to produce, by deliberate selection, offspring for the purposes of sale or remuneration.

**“Captive Bred”** means bred in captivity such that both parents were in human care at the time of mating.

**“Client Dog”** means a dog that a **Dog Walking Business** or **Commercial Dog Walker** walks for a fee.

**“Commercial Dog Walker”** means a person who owns or is employed by a **Dog Walking Business**, who walks **Client Dogs**.

**“Commercial Kennel”** means a Kennel limited to the keeping, training, Breeding and Dog Boarding for remuneration or for the purposes of sale, of the number of dogs specified in the licence and not to exceed a density of fifty (50) dogs per site.

**“Council”** means the Council of the District of Maple Ridge.

**“Dangerous Animal”** means an animal:

- (a) that according to the records of the **District**, including the **SPCA** or the Ridge Meadows RCMP has killed or injured a person or **Pet**, or, without provocation has aggressively pursued or harassed a person; or
- (b) that to the knowledge of the **Owner**, has killed or injured a person or **Pet**, or, without provocation, has aggressively pursued or harassed a person.

**“Deliver”** means to send by regular or registered mail, or to leave with a person, or deposit in a person’s mail box or mail slot at the person’s residence or place of business.

**“District”** means the Corporation of the District of Maple Ridge and the geographical area within the boundaries of the District of Maple Ridge.

**“Dog Boarding”** means to feed, house, and care for a dog for a fee.

**“Dog Walking Business”** means a business that provides a service of walking dogs for a fee.

**“Enclosure”** means a structure at least 1.8 metres (5.9 feet) in height having a solid floor, and wire or steel mesh sides and roof, constructed that it prevents the entry of young children and the escape of a dog, and specifically excludes invisible fencing systems.

**“Exotic Animal”** means an animal as defined in Schedule E of this bylaw.

**“Guard Dog”** means a dog that is specifically trained for or used primarily for the purposes of guarding property, including residential, commercial and industrial property and is registered as a Guard Dog in accordance with this bylaw.

**“Highway”** means every Highway within the meaning of the *Transportation Act* and amendments thereto; every road, street, lane or right of way designed or intended for or used by the general public for the passage of vehicles; and every private place or passageway to which the public, for the purpose of parking or servicing of vehicles, has access or is invited; and includes disabled zones and the roadway, shoulder, boulevard, ditch and sidewalk and whatever lands lie between the property lines of the Highway.

**“Impounded”** means seized, delivered, received or taken into the **Pound** or in the custody of the **Animal Control Officer** as provided for herein.

**“Inspector”** means the Director of Licences, Permits and Bylaws or their designate.

**“Keep”** means the act of having the care, custody, control or possession of an Animal.

**“Leash”** means a chain or other material capable of restraining the animal on which it is being used.

**“Licence Year”** means the period between January 1 and December 31 in any year.

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

- i) a horse, mule, ass, swine, emu, ostrich, llama, alpaca, sheep or goat;
- ii) domestically reared or kept deer, reindeer, moose, elk, or bison;
- iii) farm bred fur bearing animals including foxes or mink;
- iv) animals of the bovine species;
- v) animals of the avian species including chickens, turkeys, ducks, geese, or pheasants; and
- vi) all other animals that are kept for agricultural purposes, but does not include **Pets**.

**“Medical Health Officer”** means a medical health officer designated under section 71 of the *Public Health Act*.

**“Muzzle”** means a humane fastening or covering device of adequate strength placed over the Dog’s mouth designed to prevent the dog from biting or injuring any person or another animal.

**“Owner”** means a person:

- i) to whom a licence for a dog has been issued under this bylaw; or
- ii) who owns, is in possession of, or has the care or control of an animal, temporarily or permanently; or
- iii) who harbours, shelters, permits or allows an animal to remain on or about that person’s land or premises; or
- iv) who is the custodial parent or legal guardian of a child under the age of eighteen (18) years who owns, is in possession of, or has the care or control of a dog.

**“Pet”** means a domesticated animal, but does not include **Livestock, Poultry**, or wildlife as defined under the *Wildlife Act*.

**“Picnic Eating Areas and Picnic Shelters”** means any area with picnic tables constructed, installed, and maintained by the **District**.

**“Playground”** means land within the **District**, or controlled by the **District**, upon which structures and/or apparatus are placed intended for the use by children including but not limited to swings and slides.

**“Prohibited Animal”** means any animal that is or is deemed to be potentially harmful to humans by nature, aggression, venom, toxins or size and that require specifically



designed, secure enclosures to ensure **Safekeeping** including those prohibited listed on Schedule E.

**“Poultry”** means a chicken, turkey, duck, goose, pigeon, swan or peafowl, but excludes birds that are kept inside a home as **Pets**.

**“Pound”** means any building or enclosure or place established for impounding Animals by the **Council** under the provisions of this bylaw.

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

**“Public Place”** includes but is not limited to any **Highway**, boulevard or park, or other real property owned, held, operated or administered by the **District** or by a school district located in the **District**.

**“Rabbit”** means a domestic rabbit.

**“Safekeeping”** means the provision for security in order to prevent any animal from attacking or injuring a person or domesticated animal or **Livestock** or exposing same to infection or disease.

**“Senior”** means a person aged 65 years or older.

**“SPCA”** means the Maple Ridge branch of the British Columbia Society for the Prevention of Cruelty to Animals.

**“Sports Field”** means land within the **District**, or controlled by the **District**, which is designated and used for the playing of a sport including, but not limited to, basement diamonds, field hockey or cricket pitches, rugby, soccer, or football fields.

**“Swimming Beach”** means any beach that is so designated by sign as a beach used for swimming or sunbathing.

**“Trap”** means a device or trap that grips a mammal’s body or body part including, but not limited to, steel-jawed leg hold traps, padded leg hold traps, conibear traps and snares; provided, however that cage and box traps, nets, suitcase-type live beaver traps common mouse and rat traps shall not be considered a trap for the purposes of this Bylaw.

**“Toxic”** means capable of a seriously harmful or fatal reaction in a human adult or child by means of a bite, sting, scratch or physical contact.

**“Unaltered Animal”** means an animal that has not been spayed or neutered.

**“Under Control”** means, in respect of any dog, leashed or unleashed, such circumstances where the dog:

- i) immediately returns when called by the **Owner** who owns or has care and control of the dog; and
- ii) is not aggressive towards, harassing or attacking any person, wildlife, other animal or **Pet**.

**“Venomous”** means possessing venom which is seriously harmful or fatal to a human adult or child.

**“Wild Animal”** means an animal as defined in Schedule E of this bylaw.

## Part 5 Interpretation

### 5.1 Authority of an Animal Control Officer

5.1.1 An **Animal Control Officer** may enter, at reasonable times and with reasonable notice, upon any land in the **District** for the purpose of:

- (a) ascertaining whether the requirements of this bylaw are being observed; or
- (b) seizing and impounding animals under this bylaw.

5.1.2 An **Animal Control Officers** may seize and impound:

- (a) **Unlicensed dogs;**
- (b) animals unlawfully at large on a **Highway** or in a **Public Place,**
- (c) animals straying or trespassing on private property, or
- (d) animals on unfenced land and not securely tethered or contained.

5.1.3 No person shall:

- (a) rescue or attempt to rescue any animal in the lawful custody of an **Animal Control Officer;**
- (b) directly or indirectly, delay or interfere with an **Animal Control Officer** issuing a Municipal Ticket Information or Bylaw Notice;
- (c) refuse to comply with the lawful direction of an Animal Control Officer; or
- (d) hinder, interfere with or obstruct an **Animal Control Officer** acting in the course of his duties.

### 5.2 Animal Control Facility

5.2.1 **Council** establishes the **SPCA** building at 10235 Jackson Road, Maple Ridge (District Plan BCP 43808. Lot A, section 3, Township 12) as the **District's** Animal Control Facility and appoints the **SPCA** to operate and maintain the Animal Control Facility.

5.2.2 **Council** may from time to time appoint a **Pound Keeper** for temporarily keeping **At Large Livestock** and other **animals.**

### 5.3 Animal Control Officer Duties

5.3.1 The Animal Control Officer shall:

- (a) maintain records of **Impounded** animals and their disposition;
- (b) report monthly to the **Council**, or its designate, on the information maintained in accordance with paragraph (a) of this section and the amount of money collected for poundage fees and proceeds of sales;
- (c) care for all **Impounded** animals in accordance with the *Animals for Research Act*, R.S.O. 1990 c. A. 22, as amended, and the regulations thereunder;
- (d) collect from the **Owner** of any **Impounded** animal, the impound fees and any other fees and charges collected pursuant to the Maple Ridge Fees Imposition Bylaw No. 6748-2010;
- (e) ensure that every **Impounded** animal, during its period of detention is supplied with sufficient water and food;
- (f) ensure any cow or goat is milked at least twice per day;
- (g) ensure that every **Impounded** animal suffering an illness or injury receives veterinary care;
- (h) keep the **Pound** open for business Monday through Friday from 9:00 am to 6:00 pm, Saturday and Sunday from 9:00 am to 5:00 pm and statutory holidays from 9:00 am to 5:00 pm except in the case of the **Livestock Pound Keeper**;
- (i) retain such **Dog** or large **Animal** for seventy two (72) hours unless such **Dog** or **Animal** is reclaimed in accordance with Part 9 of this Bylaw.

#### 5.4 Exempt Animals

5.4.1 This bylaw does not apply to the following:

- (a) animals used by government law enforcement agencies;
- (b) animals being driven or conveyed through and beyond the **District**; or
- (c) any animal which is regulated or permitted by a valid and subsisting Federal or Province of British Columbia permit or licence.

#### 5.5 Exempt Facilities

5.5.1 Schedule E does not apply to prevent the keeping or **Safekeeping** of animals at:

- (a) the premises of the municipal facility used for keeping **Impounded** animals;

- (b) the premises of an affiliate or branch of the **SPCA**;
- (c) the premises of an accredited veterinary hospital under the care of a licenced veterinarian;
- (d) the premises of facilities accredited by the Canadian Association of Zoos and Aquariums; or
- (e) the premises of an establishment licenced pursuant to the *Food Safety Act, S.B.C. 2002, c28*.

## Part 6 Regulations Applicable to the Keeping and Licencing of Dogs

### 6.1 Number of Dogs Allowed

- 6.1.1 No **Owner** shall **Keep**, or permit to be kept, more than three (3) dogs on any parcel except at the Animal Control Facility, or in the lawful and licenced operation of a **Pet** store, veterinary medical clinic, **Pet** care establishment, commercial kennel or hobby kennel.

### 6.2 Licencing

- 6.2.1 No **Owner** shall **Keep** a dog, or permit a dog to be kept, in the District unless a current valid dog licence has been obtained from the **District** for that dog.
- 6.2.2 Every **Owner** of a dog shall in respect of each **Licence Year** make application to the **District** for a dog licence on the form provided by the **District**, and shall pay the fee set out in Schedule "A" as well as all outstanding fines, charges and fees related to the dog.
- 6.2.3 If a dog is validly licenced outside the **District** and is moved to the **District**, the **Owner** shall produce the existing licence to the **District** within fourteen (14) days and pay the licence replacement fee set out in Schedule "A".
- 6.2.4 If a dog licenced within the District is transferred to a new **Owner**, the new **Owner** shall produce the existing licence to the District within fourteen (14) days and pay the licence replacement fee set out in Schedule "A".
- 6.2.5 A licence for an **Aggressive Dog** shall not be issued unless the dog has a microchip or a numeric or alpha-numeric identification tattoo, the details of which must be included in the application for a licence or licence renewal.
- 6.2.6 Where a licenced dog becomes an **Aggressive Dog** by operation of this bylaw the **Owner** shall produce the existing licence to the District within fourteen (14) days and pay the licence replacement fee set out in Schedule "A".
- 6.2.7 Every **Owner** shall ensure that a valid dog licence tag is displayed on the dog at all times by affixing it to the dog's collar or harness.

- 6.2.8 If a dog licence is lost, stolen or otherwise rendered unreadable, the dog **Owner** shall within fourteen (14) days make application to the **District** to replace the tag and pay the licence replacement fee set out in Schedule “A”.
- 6.2.9 Every dog licence issued under this bylaw expires on the thirty first (31) day of December in the year it was issued and is valid only for the dog for which it is issued.
- 6.2.10 No dog licence shall be issued to or in the name of any person under the age of eighteen (18) years.
- 6.2.11 Dogs used as a guide animal pursuant to the *Guide Animal Act* are exempt from the licencing fees.

### 6.3 Revocation of a Dog Licence

- 6.3.1 An **Inspector** may revoke a licence if:
- (a) an **Owner** fails to pay any impoundment fees in relation to their dog;
  - (b) an **Owner** has obtained more Licences than permitted on one lot;
  - (c) a person under the age of eighteen (18) falsely registered a dog in his name; or
  - (d) subsequent to licensing, a dog is found to be or becomes an **Aggressive Dog**.
- 6.3.2 A person whose dog licence has been revoked under this bylaw shall be given written notice, delivered to the address indicated on the dog licence application.
- 6.3.3 Should an Owner whose dog licence is revoked for a reason other than failing to pay any required fees, wish to contest the revocation, that person must within seven (7) days of the date of the notice, inform the **District's** Clerk in writing that he or she wishes to appear before **Council** to contest the revocation. Upon hearing from the **Owner**, staff and any other affected persons, **Council** may affirm, vary or revoke the licence revocation.

### 6.4 Exemption

- 6.4.1 Section 6.1 and 6.2 do not apply to:
- (a) A dog established by the **Owner** to be under the age of four (4) months; and
  - (b) A dog kept at the Animal Control Facility, or in the lawful and licenced operation of a pet store, veterinary medical clinic, or pet care establishment.

## 6.5 Dog Walking

### 6.5.1 No **Owner** shall:

- (a) allow a dog to be in a place that is listed in Schedule “B” of this bylaw;
- (b) fail to keep a dog **Under Control** in an area listed in Schedule “C” of this bylaw;
- (c) walk more than three (3) Dogs in any **Public Place** at any one time.

## 6.6 Dog in Heat

### 6.6.1 The **Owner** of a female **Unaltered Dog** shall at all times when the dog is in heat either:

- (a) keep the dog securely confined indoors or within a building or enclosure which will prevent the escape of the dog or the entry of other dogs; or
- (b) keep the dog securely on a leash while it is being walked off the **Owner's** property.

## Part 7 Regulations Applicable to All Animals

### 7.1 Running At Large

#### 7.1.1 The **Owner** of an animal, with the exception of a cat, shall not allow or permit that animal to be **At Large**.

### 7.2 Animal waste

#### 7.2.1 Where an **Animal** deposits excrement on any place, other than the property of the **Owner**, the **Owner** shall immediately remove the excrement and dispose of it in a sanitary manner.

### 7.3 Protection of animals

#### 7.3.2 Every **Owner** of an animal shall ensure that the animal is provided with:

- (a) clean, potable drinking water at all times, and suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;
- (b) clean and disinfected food and water receptacles that are located so as to avoid contamination by excrement;

- (c) the opportunity for periodic exercise sufficient to maintain good health; and
- (d) necessary veterinary care when the animal exhibits signs of pain or suffering.

7.3.3 No **Owner** shall **Keep** an animal outside, unless the animal is provided with a shelter that meets the following requirements:

- (a) protection from heat, cold and wet that is appropriate for the animal's weight and type of coat;
- (b) sufficient space to allow the animal the ability to turn about freely and to easily stand, sit and lie in a normal position, and specifically with a length of at least one half (1 ½) times the length of the **animal** and a height of at least the animal's height measured from the ground to the highest point of the animal when standing at a normal position plus ten (10%) percent, and a width of at least the same as the animal's length; and
- (c) protection from the direct rays of the sun.

7.3.4 Every **Owner** of an animal shelter, pen, cage, run area or **Poultry** pen shall ensure that the area is clean, sanitized, free of vermin, and that all excrement is removed at least once a day.

7.3.5 No **Owner** shall cause an animal to be hitched, tied or fastened by any rope, chain or cord that is directly tied around the animal's neck or to a choke or prong collar.

#### 7.4 **Transportation of animals**

7.4.1 No **Owner** shall cause or permit an **animal** to be confined in an enclosed space, including a motor vehicle or boat, unless:

- (a) fresh air ventilation is provided by a vent or opening at least five hundred (500) cm<sup>2</sup> (77.5 in<sup>2</sup>); and
- (b) the temperature in the enclosed space does not exceed thirty (30) degrees Celsius.

7.4.2 No **Owner** shall transport an animal in a vehicle outside of the passenger compartment unless it is 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.

#### 7.5 **Trapping**



- 7.5.1 No person shall use a **Trap** in a **Public Place** within the boundaries of the **District**.
- 7.5.2 No person shall use a **Trap** on private property within the boundaries of the **District**, except a person who is engaging in hunting or trapping wildlife in accordance with the *Wildlife Act* and its regulations
- 7.5.3 No person shall sell a **Trap** within the boundaries of the **District**, except to a person who is engaging in hunting or trapping wildlife in accordance with the *Wildlife Act* and its regulations.

## 7.6 **Diseased animals**

- 7.6.1 When the **Animal Control Officer** has reason to believe that an animal is suffering the **Animal Control Officer** may have the animal examined by a veterinarian and if the examination demonstrates that the animal is suffering he shall order the **Owner** to have the animal treated or destroyed.
- 7.6.2 If the **Owner** fails to comply with the order made by the **Animal Control Officer** or the treatment provided by the **Owner** is insufficient to address the animal's suffering, and the **Animal Control Officer** considers that the animal's suffering cannot otherwise reasonably be addressed, he may seize the animal and arrange to have the animal humanely destroyed.

## 7.7 **Dangerous Animals and Aggressive Dogs**

- 7.7.1 Every **Owner** of a **Dangerous Animal** or an **Aggressive Dog** shall at all times keep the animal:
  - (a) Securely confined indoors such that the animal cannot escape; or
  - (b) in an enclosed pen or cage that prevents the entry of young children and prevents the animal from escaping, if the animal is not a dog; or
  - (c) in an enclosure as defined by the bylaw if the animal is a **dog** or enclosed in accordance with section 8.2 of this bylaw if the dog is a registered **Guard Dog**; or
  - (d) on a leash or tether no more than 1.5 meters (4.9 feet) in length and made of sturdy material not attached to a retracting mechanism held by and under the immediate control of a competent adult skilled in animal control.
- 7.7.2 In addition to section 7.1.1
  - (a) every **Owner** of an **Dangerous Animal** or an **Aggressive Dog** shall ensure that the animal wears a **Muzzle** while in a **Public Place**.

- (b) every **Owner** of an **Aggressive Dog** shall tattoo or implant an electronic identification microchip in the **Animal**. A copy of this information contained thereon must be provided to an **Animal Control Officer** prior to a licence being issued for that **Aggressive Dog**.
- (c) every **Owner** of an **Aggressive Dog** or **Dangerous Dog** shall post warning signs which give clear notice of the **Dog** or **Animals** presence to anyone visiting the property as follows:
  - i) with lettering stating that a “**Dangerous Animal**” or **Aggressive Dog**” on premises”, and the sign shall contain no other “copy” as defined by the Maple Ridge Sign Control Bylaw;
  - ii) the lettering on the signs must be clearly visible from the lesser of the curb line or 15 meters (49.2 feet) away;
  - iii) the signs must be posted in each driveway and entrance to the property and, if other than a single family property, at all exterior doors of the building; and
  - iv) the signs must not be larger 1.5 square meters (4.9 square feet), nor smaller than .75 square meters (2.5 square feet).
- (d) every **Owner** of an **Aggressive Dog** or a **Dangerous Animal** shall build an enclosure on their property as defined by this bylaw.
- (e) every **Owner** of an **Aggressive Dog** or **Dangerous Animal** shall notify in writing an **Animal Control Officer** within three (3) days should the **Aggressive Dog** or **Dangerous Animal** die or be moved, sold, gifted, transferred to another person. The **Owner** remains liable for the actions of the **Aggressive Dog** or **Dangerous Animal** until such notice is given.
- (f) every **Owner** of an **Aggressive Dog** or **Dangerous Animal** shall immediately notify an **Animal Control Officer** when that **Dog** is running **At Large**.

## 7.8 Guard Dogs

- 7.8.1 Every **Owner** of a **Guard Dog**, which is not confined within a locked building on the property, shall ensure that the outdoor area where the **Dog** is kept is completely fenced by means of a secure fence, constructed in a manner that will **Keep** the **Dog** from escaping, with a minimum height of 1.8 meters (5.9 feet), and with gates in the fence secured against unauthorized entry and prevent the **Dog** from escaping.
- 7.8.2 Every **Owner** of a **Guard Dog** shall post warning signs which give clear notice of the **Dogs** presence to anyone visiting the property as follows:

- (a) the lettering in the sign must be clearly visible from the lesser of the curb line or fifty (50) feet away; and
- (b) the signs must be posted in each driveway or entrance to the property and, if other than a single family property, at all exterior doors of the building.

7.8.3 Before bringing a **Guard Dog** into or using a **Guard Dog** in the **District**, every **Owner** of a **Guard Dog** shall register the **Dog** with the **Inspector** as a **Guard Dog** and record with the **Inspector**:

- (a) the address where the **Dog** is usually kept and the address of each parcel that the **Dog** will be guarding;
- (b) the approximate hours during which the **Dog** will be performing guard duties;
- (c) the age, sex, breed and **Dog** licence number of the **Dog**; and
- (d) the full name, address and telephone number of the **Owner** and any other individuals who will be responsible for the **Dog** while it is on guard duty.

7.8.4 Should any of the information provided under section 6.8.3 need to be changed, the **Owner** shall communicate the change in writing to the **Inspector** at least twenty-four (24) hours before the change occurs.

## Part 8 Impoundment

8.1.1 An **Animal Control Officer** may:

- (a) alone or with others, seize, impound or detain an **Unlicensed Dog**; and
- (b) seize, impound or detain any licenced **Dog** or other **Animal** found to be running **At Large**.

8.1.2 If an **Animal** is **Impounded** under this bylaw:

- (a) the **Owner** of an **Animal** that has been **Impounded** shall recover the **Animal** from the Animal Control Facility within three (3) days from the time of impoundment; and
- (b) The **Pound Keeper** may sell, transfer, or humanely destroy an **Animal** after seventy two (72) hours from the day of Impoundment.

8.1.3 The **Owner** of an **Aggressive Dog** that has been **Impounded** pursuant to this bylaw may only reclaim the **Dog** upon application to the **Animal Control Officer** with the following:

- (a) proof of ownership of the **Aggressive Dog**; and
- (b) proof that the **Aggressive Dog** has been tattooed or can be identified in accordance with section 8.1.2(b) of this bylaw, or that the **Owner** consents to allow the Animal Control Facility to tattoo the **Aggressive Dog**; and
- (c) payment of the fees set out in Schedule “A”; and
- (d) delivery to the **Animal Control Officer** of an executed statement in the form prescribed in Schedule “D” of this bylaw.

8.1.4 In addition to the power to seize and detain a **Dog** under this bylaw, Bylaw Enforcement Officers are designated as **Animal Control Officers** under section 49 of the *Community Charter*, and may seize **Dangerous Dogs** pursuant to those provisions.

8.1.5 Notwithstanding section 9.1.3 of this bylaw, where a **Dangerous Dog** is seized pursuant to section 49 of the *Community Charter* or where the **District** is otherwise making an application under section 49 of the *Community Charter* for an order for the destruction of a **Dangerous Dog**, the **Animal Control Officer** may refuse to release the **Dangerous Dog** to the **Owner** in accordance with section 49 of the *Community Charter*.

8.1.6 The **Owner** of a **Dog** seized or **Impounded** by the **District** under section 49 of the *Community Charter* shall pay the impoundment fees prescribed in Schedule “A” in accordance with the number of days the **Animal** is **Impounded**, on a weekly basis.

## 8.2 Disposal

8.2.1 The **Animal Control Officer** may sell, dispose of or humanely destroy a **Dog** seized or **Impounded** under section 49 of the *Community Charter* for which the impoundment fees are one (1) week overdue.

## Part 9 Other Animals

### 9.1 Prohibited Animals Keeping, Breeding, Sale and Purchase of

9.1.1 No **Person** shall breed, **Keep**, sell or purchase an **Animal** in the **District**:

- (a) unless permitted under section 5.4 of this bylaw;
- (b) that is the product of breeding with a wolf, including wolf/**Dog** cross; or
- (c) that is an Exotic or Wild Animal unless expressly permitted under Provincial or Federal regulations permitting or licencing.

- 9.1.2 No **Person** shall operate or carry on a circus, public show, exhibition, carnival or performance in which Exotic or Wild Animals accompany or are required to perform tricks, fight or participate in performances for the amusement or entertainment of an audience.
- 9.1.3 Notwithstanding section 10.1.2, nothing contained in this bylaw shall prohibit or restrict the operation of an aquarium or zoological park as accredited by the Canadian Association of Zoological Parks and Aquariums.
- 9.1.4 No person shall, breed, sell, transfer or exchange, or offer to breed, sell, transfer or exchange, for any consideration whatsoever in the **District**, either on a temporary or permanent basis, any endangered **Animal** or any **Prohibited Animal** or **Dangerous Animal**.
- 9.1.5 For the purpose of section 10.1.1 through 10.1.5. **Prohibited Animals** include any **Animal** listed in or falling within those classes of **Animals** listed in Schedule "E" attached and forming part of this bylaw.

## Part 10 Cats

- 10.1.1 No **Owner** shall **Keep** or permit to be kept more than six (6) weaned **Altered Cats** on any one parcel, except at the **Animal Control Facility**, or in the lawful and licenced operation of a **Pet** store, veterinary medical clinic, or **Pet** care establishment.

## Part 11 Livestock

- 11.1.1 No **Owner** shall **Keep** or permit to be kept **Livestock** except as permitted under the **District's** Zoning Bylaw, as amended.
- 11.1.2 No **Owner** shall suffer or permit any **Livestock** owned by him or in his charge to:
- (a) stray or trespass on a **Highway**;
  - (b) stray or trespass in a **Public Place**;
  - (c) stray of trespass on a private place; or
  - (d) graze on unfenced land, unless they are securely tethered.
- 11.1.3 Every **Owner** keeping **Livestock** shall ensure that:
- (a) flies and other insects are controlled by good manure management by the use of approved insecticides approved by the Pesticide Branch of the Ministry of Environment Province of British Columbia;

- (b) both the inside and outside of any building, pen, stable, shed or structure housing **Livestock** is kept clean; and
- (c) manure does not accumulate on any parcel except in a properly contained manner so that runoff to public watercourses or onto adjacent properties does not occur.

## Part 12 Boarding Kennels

12.1 No person shall board dogs in the District overnight for a fee except:

- (a) in the Animal Control Facility established by the **District** under section 5.4 of this bylaw;
- (b) in a veterinary medical clinic for the purpose of medical care of treatment;
- (c) in a Pet store where dogs are for sale; or
- (d) in a licenced **Commercial Kennel**.

## Part 13 Pet Stores

13.1 Duties of a Pet Store Operator - General

13.1.1 Every **Pet** store operator shall ensure that:

- (a) no animal be offered for sale or kept in the store unless the Pet Store Owner has well documented information of the name and address of the person or company from whom the animal was acquired;
- (b) all persons who attend to the care of **Animals** have the skills, knowledge, ability, training and supplies necessary for the humane care of such **Animals**;
- (c) no **Animals** are handled by members of the public except under supervision of a **Pet** store employee;
- (d) there is a documented plan acceptable to the BCSPCA of socializing any puppies or kittens to a home environment if they are not purchased by 12 weeks of age.
- (e) all **Animals** are provided with sufficient water, food, shelter, warmth, lighting, cleaning, sanitation, exercise, grooming, veterinary care, and any other care required to maintain the health, safety and well-being of such **Animals** as prescribed by the **SPCA**; and

- (f) all **Dogs** are walked daily.
- 13.1.2 Every **Pet** store operators shall ensure that cages or other places where **Animals** are kept are:
- (a) maintained in good repair;
  - (b) kept in a clean and sanitary condition;
  - (c) regularly disinfected and free of offensive and disagreeable odours;
  - (d) kept free of all **Animal** waste, which the **Pet** store operator must dispose of in an appropriate manner; and
  - (e) well-ventilated.
- 13.1.3 Every cage in which an **Animal** is kept shall be:
- (a) proportionate in size to the size and species of **Animal** and allow room for the **Animal** to stand to its full height, turn around with ease, and perform any other normal postural or behavioural movement and cats and dogs should be able to hold their tails erect when in a normal standing position; and
  - (b) primary enclosures should allow animals to see out but should also provide at least some opportunity to avoid visual contact with other animals; and
  - (c) equipped with appropriate containers for food and water.
- 13.1.4 In addition to the requirements of subsection 13.1.2, every cage in which a **Cat** or kitten is kept shall:
- (a) have a floor with an impermeable surface or other such flooring as is approved by the **Animal Control Officer**;
  - (b) be constructed to support the weight of the **Cat** or kitten without bending; and
  - (c) have a litter pan made from non-absorbent material or a disposable pan containing sufficient litter.
- 13.1.5 In addition to the requirements of subsection 13.1.2 and 13.1.3, every cage in which more than one **Cat** or kitten is kept shall provide an elevated platform, surface or surfaces, of adequate size to hold the occupants.
- 13.1.6 In addition to the requirements of subsection 13.1.2, every cage in which a **Dog** or puppy is kept shall:

- (a) have a floor with an impermeable surface or such flooring as is approved by the **Animal Control Officer**; and
- (b) be constructed:
  - i) to support the weight of the **Dog** or puppy without bending; and
  - ii) so that it can be cleaned and sanitized.

13.1.7 Every cage in which **Birds** are kept shall:

- (a) be constructed of materials which are impervious to moisture and easy to clean and disinfect;
- (b) have a removable, impermeable bottom; and
- (c) be of sufficient size to enable each **Bird** to fully extend its wings in all directions.

13.1.8 In addition to the requirements of subsection 13.1.7, every cage in which Finches or Canaries are kept shall:

- (a) contain two (2) perches, mounted so as to encourage flight between each perch; and
- (b) have adequate space for the **Birds** to sit comfortably when all **Birds** are perched at the same time.

## 13.2 Duties of a Pet Store Operator – Segregation of Ill or Injured Animals

13.2.1 Every **Pet** store operator shall provide an area for the segregation of **Animals** which are injured, ill, or in need of special care, treatment or attention, from other **Animals** in the **Pet** store.

13.2.2 In addition to the provisions of subsection 13.2.1, every **Pet** store operator who has an **Animal** in his care, which is, or appears to be, suffering from a disease transmittable to humans or other **Animals**, shall:

- (a) immediately notify the **Medical Health Officer**; and
- (b) ensure that such **Animal** is kept isolated from healthy **Animals**, until it has been determined by the **Medical Health Officer** that such **Animal** is free from the disease in questions.

13.2.3 Where an operator has received notice from the **Medical Health Officer** in accordance with subsection 13.2.2, that the **Animal**:



- (a) is diseased, the **Pet** store operator must not permit such **Animal** to come into contact with, or be in danger of transmitting the disease to, other **Animals**; or
- (b) is suffering from an incurable disease, the **Pet** store operator must make arrangements to have it immediately destroyed in a manner approved by the **Medical Health Officer**.

### 13.3 Duties of Pet Store Operator – Veterinary Care

#### 13.3.1 Every **Pet** store operator shall:

- (a) post in a conspicuous place, and make accessible to all employees of the **Pet** store, the name and telephone number of a veterinarian who may be contacted to provide all necessary services; and
- (b) ensure that:
  - i) any **Animal** which is ill or injured is promptly examined and treated by a veterinarian; and
  - ii) any necessary euthanasia and disposal of an **Animal** is performed by, or under the supervision of, a veterinarian.

### 13.4 Duties of Pet Store Operator – Pet Store Register

#### 13.4.1 Every **Pet** store operator shall:

- (a) **Keep** and maintain a legible **Pet** store register in the **Pet** store, containing a record of all transactions in which **Animals** have been acquired or disposed of by the **Pet** store; and
- (b) provide the **Pet** store register for the inspection at the request of a **Animal Control Officer** and provide copies of any entries required by the **Animal Control Officer**.

13.4.2 Each transaction recorded in the **Pet** store shall be retained for at least twelve (12) months from the date of the transaction.

13.4.3 The **Pet** store register required under subsection 13.4.1 shall contain the following information in respect of each **Animal** acquired by the **Pet** store operator:

- (a) the name of the person or company from whom the **Animal** was acquired;
- (b) the date of purchase or acquisition;

- (c) a description of the sex and color of the **Animal** purchased or acquired and, where applicable, the tattoo or microchip or other identifying markings;
- (d) the date the **Animal** was sold or otherwise disposed of by the **Pet** store operator; and
- (e) where an **Animal** has been disposed of other than by sale, the method and reason for such disposal.

### 13.5 Duties of Pet Store Operator – Information Provided to Purchasers

13.5.1 Every **Pet** store operator shall, at the time an **Animal** is sold, provide the purchaser with a written record of sale containing the following information:

- (a) a description of the **Animal**, including its breed or cross breed, sex, age, color and markings;
- (b) the date of sale;
- (c) the name and address of the **Pet** store;
- (d) a description of any tattoo; and
- (e) a record of all vaccinations.

13.5.2 For all **Rabbits, Dogs or Cats** sold, a **Pet** store operator shall, in addition to the information required under subsection 13.5.1, provide the purchaser with a certificate, dated and signed by a veterinarian:

- (a) verifying the health of the **Rabbit, Dog or Cat**;
- (b) indicating proof of inoculation and de-worming; and
- (c) indicating **Animal** has been **Altered**.
- (d) For each sled dog offered for sale, a life cycle plan for each sled dog must be prepared by the **Pet Store Operator** in accordance with BC Sled Dog Regulations.

13.5.3 Every **Pet** store operator shall, at the time an **Animal** is sold, provide the purchaser with written instructions on the proper care and feeding of the **Animal**, including:

- (a) appropriate diet, including any special dietary needs;
- (b) proper handling techniques;

- (c) basic living environment and type of enclosure, if applicable, including appropriate temperature, lighting, humidity control, or other requirements specific to the **Animal**;
- (d) exercise needs, if any; and
- (e) any other care requirements to maintain the health and well-being of the **Animal**.

13.5.4 For all **Reptiles** sold, a **Pet** store operator shall, in addition to the information required under subsections 13.5.1 and 13.5.3 provide the purchaser with written information regarding the risks of contracting salmonella and measures to prevent such contraction.

### 13.6 Duties of Pet Store Operator – Reptiles

13.6.1 Every Pet store operator shall:

- (a) place a notice outside of each enclosure holding a **Reptile** clearly setting out the following information:
  - i) the type of species, identified by both common and scientific (Latin) name, contained in the enclosure;
  - ii) the approximate length the **Reptile** will reach on maturity, measured from snout to tail;
  - iii) the maximum natural life-span of the **Reptile**; and
- (b) post signs in any area where **Reptiles** are displayed with information regarding the risks of contracting salmonella and measures to prevent such contraction.

### 13.7 Pet Store Operator – Prohibitions

13.7.1 A **Pet** store operator shall not:

- (a) confine incompatible species in the same cage;
- (b) separate any **Animal** from its mother prior to it being weaned, except for **Birds** which have been separated for the purpose of hand feeding; and
- (c) sell, offer to sell, or display to the public
  - i) any **Prohibited Animal**;
  - ii) any **Reptile** which is not **Captive Bred**;

- iii) any **Animal** whose color has been altered or enhanced with dye, whether applied externally or by ingestion;
- iv) any **Animal** which suffers from or exhibits signs of an infectious disease, a nutritional deficiency, parasitism, fractures or congenital deformities; or
- v) any **Unaltered Animal**.

## **Part 14 Offence and Penalty**

- 14.1 Every person who violates a provision of this bylaw, or who consents, allows or permits an act or thing to be done in violation of a provision of this bylaw, or who neglects to or refrains from doing anything required to be done by a provision of this bylaw, is guilty of an offence and is liable to the penalties imposed under this bylaw, and is guilty of a separate offence each day that a violation continues to exist.
- 14.2 Every person who commits an offence is liable on summary conviction to a fine or to imprisonment, or to both a fine and imprisonment, not exceeding the maximum allowed by the *Offence Act*.

**READ A FIRST TIME** on October 23, 2012.

**READ A SECOND TIME** on October 23, 2012.

**READ A THIRD TIME** on October 23, 2012.

**FIRST, SECOND, AND THIRD READINGS** were rescinded the 13<sup>th</sup> day of November, 2012

**READ A FIRST TIME** the 13<sup>th</sup> day of November, 2012.

**READ A SECOND TIME** the 13<sup>th</sup> day of November, 2012.

**READ A THIRD TIME** the 13<sup>th</sup> day of November, 2012.

**ADOPTED** by the Council on November 27, 2012

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**PRESIDING MEMBER**

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**CORPORATE OFFICER**

## **Schedules**

**Schedule A** – Annual Dog Licence Fees

**Schedule B** – Prohibited Areas

**Schedule C** - Off Leash Areas

**Schedule D** - Application for Release of Aggressive Dog

**Schedule E** - Prohibited Animals

## Schedule A - Fees & Charges

1. **Dog** licence fees shall be as follows:

	Paid BEFORE Jan 31 of the current calendar year	Paid AFTER Jan 31 of the current calendar year
(a) <b>Unaltered Dog</b>	\$52.00	\$68.00
(b) <b>Unaltered Dog</b> (Seniors Discount)	\$26.00	\$34.00
(c) <b>Altered Dog</b>	\$25.00	\$41.00
(d) <b>Altered Dog</b> (Seniors Discount)	\$12.50	\$20.50
(e) <b>Aggressive Dog</b>	\$200.00	\$270.00

2. A **Dog** that is licenced under section 1 (a) qualifies for a rebate of \$27.00 if a Certificate of Castration/Ovariohysterectomy is provided as proof from a registered veterinarian. Such proof must be provided within the calendar year in which the fees were paid.

3. A **Dog** purchased or obtained on or after July 1, which is subsequently licenced within thirty (30) days of purchase, may qualify for a licence fee of \$12.50 for an **Altered Dog** and \$26.00 for an **Unaltered Dog** with proof of Castration/Ovariohysterectomy and proof of purchase or proof of when the **Dog** was acquired.

4. A fee of \$5.00 will be charged for:

- a. replacing a lost **Dog** tag;
- b. transferring a **Dog** licence from one **Owner** to another;
- c. transferring a **Dog** licence from a deceased **Dog** to a new **Dog**; and
- d. transferring a **Dog** licence from another **District** to Maple Ridge.

### Impound fees

1. For a licenced **Dog**:

(a) First Impoundment	\$50.00
(b) Second Impoundment	\$75.00
(c) Third Impoundment	\$150.00

## Schedule A - Fees & Charges

2. For an **Unlicensed Dog**:
  - (a) First Impoundment \$75.00
  - (b) Second Impoundment \$150.00
  - (c) Third Impoundment \$300.00
  
3. For each **Dangerous** or **Aggressive Dog**:
  - (a) First Impoundment \$500.00
  - (b) Second Impoundment \$1000.00
  
4. For an altered **Cat** or unaltered **Cat** \$30.00 minimum
  
5. For any **Livestock** \$50.00 per day, per Animal
6. For any **Poultry** \$10.00 per day, per Animal
7. For any **Rabbit** \$10.00 per day, per Animal

### Maintenance Fees (Boarding while Impounded)

In addition to the impound fees set out above, the **Dog Owner** shall be charged a maintenance fee of:

1. For each **Dog** \$15.00 per day, after the first day
2. For each **Cat** \$5.00 per day, after the first day
3. For each **Poultry** \$10.00 per day, after the first day
4. For any **Rabbit** \$10.00 per day, after the first day
5. For any **Livestock** \$25.00 per day, after the first day

## Schedule B – Prohibited Areas

Pursuant to section 6.5.1(a), **Dogs** are prohibited in the following areas:

1. In, on, or within 5 meters of:
  - (a) **Playgrounds**
  - (b) Sports Fields
  - (c) Municipal Golf Courses
  - (d) Tennis or Basketball Courts
  - (e) Wading Pools
  - (f) Recreational **Swimming Beaches**
  - (g) Food Service Areas or Concessions
  - (h) Picnic Eating Areas and Picnic Shelters
  - (i) Municipal and Public Buildings (including daycares, recreation, and community centres)
2. Haney Wharf Park



## Schedule C - Off Leash Areas

Pursuant to section 6.5.1 (b), (c), a **Commercial Dog Walker** is permitted to walk in the following parks or public trails during the posted park or trail operating hours. Pursuant to section 6.1 a maximum of three (3) **Dogs** per **Owner** are permitted off leash and under immediate control of an **Owner**.

1. Jerry Sulina Park (13200 210 St)
2. Volker Park (21113 123 Ave)
3. Albion Fairground Park (23778 104 Ave)
4. Other areas so designated by the District from time to time provided there is adequate signage stating and designating the area of the "Off Leash Park."

## Schedule D - Application for Release of Aggressive Dog

I, \_\_\_\_\_, of  
(name of **Owner**)

\_\_\_\_\_  
\_\_\_\_\_

(address of **Owner**)

In the District of Maple Ridge, British Columbia, hereby apply for the release of a:

\_\_\_\_\_  
(breed, colour and sex of **Dog**)

Named:

\_\_\_\_\_  
(given name of **Dog**) (the "**Dog**")

which has been Impounded pursuant to the District of Maple Ridge Animal Control and Licencing Bylaw, in force from time to time.

1. I am the **Owner** of the **Dog**.
2. I am aware that the **Dog** is an "**Aggressive Dog**" within the meaning prescribed by the Bylaw and I am aware of the responsibility and potential liability that rests with me in keeping or harbouring the **Dog**.
3. In consideration of the release of the **Dog** to me, I hereby acknowledge, covenant and agree with the **District**:
  - (a) that I have constructed on the premises where the **Dog** will be kept an "enclosure" within the meaning prescribed by the Bylaw;
  - (b) that I will at all times when the **Dog** is not effectively muzzled, on a leash and under the care and control of a person competent to control the **Dog** indoors or within a securely closed and locked enclosure;
  - (c) that I will save harmless and indemnify the **District**, its **Animal Control Officers** 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, cost of expenses whatsoever and by whomsoever brought relating to the release of the **Dog** to me or the keeping or harboring 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**, and I am aware that if the **Dog** is ever again to be found **At Large** or not confined as herein before provided, that the **District** may

seize the **Dog** and I will be liable for costs of impounding and the **Dog** as an **Aggressive Dog** under the Bylaw.

4. I submit herewith the sum of \$\_\_\_\_\_ in payment for all licence and impounding fees payable by me pursuant to the Bylaw.

\_\_\_\_\_  
Signature of **Owner**

## Schedule E - Prohibited Animals

1. All **Animals** whose importation, possession or sale is prohibited because they are designated as protected or endangered pursuant to an International, Federal, or Provincial law, regulation or agreement.
2. All **Venomous or Toxic Animals** (which includes reptiles and arachnids), regardless of whether the venom glands have been removed.
3. The following **Reptiles**:
  - (a) All snakes that reach a length of two (2) meters or more on maturity and the following snakes
    - i. amethyst python (*Morelia amethystina*);
    - ii. burmese python (*python molarus bivittatus*);
    - iii. reticulated python (*python reticulatus*);
    - iv. african rock python (*python sebae sebae*);
    - v. green anaconda (*eunectes murinus*); and
    - vi. yellow anaconda (*eunectes notaeus*)
  - (b) All lizards that reach a length of one (1) meter or more (measured from the snout to tail) on maturity and the following lizards:
    - i. african nile monitor (*varanus niloticus*);
    - ii. asian water monitor (*varanus salvator*);
    - iii. papuan monitor (*varanus salvadorii*);
    - iv. common green iguana (*iguana iguana*); and
    - v. tatara (*spheodonitida*)
  - (c) All crocodylians (such as alligators, crocodiles, caimans and gharial)
  - (d) All aquatic turtles; and
  - (e) All tiger salamanders and axolotyls (mexican salamanders or “walking fish”).
4. All arachnids falling under the conventional classification of “old world”;
5. All bullfrogs;
6. All scorpions, except the pandinus species;
7. All millipedes, centipedes, mantids, stickbugs, and madagascar hissing cockroaches.

8. The following species:

- (a) Canidae, (wolves, jackals, foxes and hybrids there of), except the domestic Dog
- (b) Cetacean, (beluga whale, orca whale, dolphin)
- (c) Chiroptera, (bats, including flying foxes)
- (d) Edentates, (anteaters, sloths and armadillos)
- (e) Elephantidae, (elephants)
- (f) Erinacidae, except the African pigmy hedgehog
- (g) Felidae, except the domestic Cat
- (h) Hyaenidae (hyenas)
- (i) Lagomorphs (Rabbits, hares and pikas), except the domestic Rabbit
- (j) Marsupials (kangaroos, opossums and wallabies), except sugar gliders derived from self-sustaining captive populations
- (k) Mustelidae (mink, skunks, otters, badgers and weasels), except the domestic ferret
- (l) Pinnipeds, (seals, fur seals and walruses)
- (m) Primates (gorillas, chimpanzees, lemurs and monkeys)
- (n) Procyonidea (raccoons, coatimundi and cacomistles)
- (o) Raptors, diurnal and nocturnal (eagles, hawks, owls, osprey, falcons, kites, vultures and buzzards)
- (p) Ratites (ostriches, rheas and cassowaries)
- (q) Rodentia (porcupines and prairie Dogs), except rodents which do not exceed 1,500 grams and are derived from self-sustaining captive populations
- (r) Ursidae (bears)
- (s) Viverridae (mongoose, civets and genets)

\*\* the Animals listed in brackets are examples only and do not limit the generality of the listed class of species.