



Municipality of  
**Dutton Dunwich**

By-Law No. 2020-40

**BEING A BY-LAW TO PROVIDE REGULATION, RESTRICTION AND PROHIBITION OF DOGS, ANIMALS AND EXOTIC ANIMALS IN THE MUNICIPALITY OF DUTTON DUNWICH**

**Short form title: "Animal Control By-law"**

WHEREAS paragraphs 1, 8, 9, 11 and 13 of Section 210 of the Municipal Act, R.S.O. 1990, c. M. 45, as amended from time to time, provide that all by-laws may be passed by councils of municipalities for the licensing, keeping and regulating of dogs and exotic animals;

NOW THEREFORE the Municipal Council of the Corporation of the Municipality of Dutton Dunwich enacts as follows:

**Part 1 – Definitions**

**1.1. Definitions in this by-law:**

- 1) "Animal" shall include any domestic animal and/or agricultural animal within the boundaries of the Municipality of Dutton Dunwich.
- 2) "Animal Control Officer" shall mean a person(s) appointed by the municipality, whose duties include the enforcement of this by-law.
- 3) "Council" shall mean the Council of the Municipality of Dutton Dunwich.
- 4) "Dangerous Dog" means any dog:
  - a) That has bitten or injured a human being or domestic animal;  
or
  - b) That has been threatening or aggressive towards a human being or domestic animal.
- 5) "Dog" shall mean a male or female dog over the age of three (3) months.
- 6) "Dwelling Unit" shall mean a single room or series of rooms of complementary use which are located in a building in which food preparation, eating, living, sleeping and sanitary facilities are provided for the exclusive use of the occupants thereof; which has a private entrance directly from outside the building or from a common hallway or stairway inside the building; and in which occupants have access to all the habitable areas and facilities of the unit.
- 7) "Guard Dog" shall mean a dog used for security purposes on land legally used for industrial or commercial purposes.
- 8) "Hunting" shall mean lying and waiting for, searching for, being on the trail of, pursuing, chasing or shooting at wildlife, whether or not the wildlife is killed, injured, captured or harassed, and does not include trapping.
- 9) "Kennel" shall mean a lot, building, structure or establishment in which four (4) or more dogs are housed, boarded or bred.
- 10) "License Agent" shall mean a person appointed by Council to issue dog licenses.

- 11) "License Issuer" shall mean the Licensing Officer for the Municipality of Dutton Dunwich.
- 12) "Municipality" shall mean the Municipality of Dutton Dunwich.
- 13) "Owner" includes a person who keeps, possesses or harbours a dog and where the owner is a minor the person responsible for the custody of the minor.
- 14) "Person" includes any physical or corporate entity, partnership or any association and the heirs, executors, administrators, successors and assigns or other legal representative thereof to whom the context may apply.
- 15) "Pet Shop" shall mean an establishment engaged in the retail sale of animals.
- 16) "Pet Shopkeeper" shall mean a person who has the charge, care or ownership of a pet shop.
- 17) "Pound" means premises, regulated under the Animals for Research Act, that are used for the confinement maintenance or disposal of animals that have to be impounded pursuant to this by-law.
- 18) "Pound Keeper" shall mean a person appointed by the Municipality of Dutton Dunwich to act in the capacity of Pound Keeper.
- 19) "Premises" includes the entire lot on which a building may or may not be situated.
- 20) "Restrained" (Dangerous Dog) means being kept inside a building or house or in an enclosed pen of sufficient dimension and strength to be humane and secure so as to prevent a dog from coming in contact with or making a real and substantial threat of attack on a person other than the owner of the dog, or invitee of the owner, and includes keeping such dog securely on a leash of not more than 2 meters in length when outside of such building, house or enclosed pen.
- 21) "Running at Large" shall mean to be found in any place other than the premises of the owner of the dog and or animal not either under the physical control of any person, or on a leash or in a properly fenced in area.
- 22) "Exotic Animal" (Reptile or Wild Animal) shall mean a wild or non domesticated animal whether or not kept in captivity and includes but is not limited to: bear, wolf, coyote, lion, bobcat, cougar, tiger, jaguar, raccoon, crocodile, alligator, venomous snake, constricting snake, venomous lizard or venomous spider. The term "Exotic Animal" does not include cats, dogs, deer, elk, rabbits, llama, bison, rodents, horses, cattle, mules, donkeys, ponies, sheep, goats, swine, chicken, geese, turkey, duck, emu, ostrich, homing pigeon, powder pigeon, tumbler pigeon, turtle, chinchilla, non-venomous snake, non-constricting snake, non-venomous lizard, non-venomous spider, cardinal, pheasants, finch, budgie, bulbul, canary, tanagers, amazons, cockatoos, conjures, macaws, parakeets, cockatiels, lorikeet, touraco, toucans, oriels, mynahs, magpies, barbets, ascaris, pied harebells, and cock-of-the-rocks. Where an exotic animal has been bred with a non-exotic animal, the resulting offspring shall be deemed to be an exotic animal for the purposes of this definition.
- 23) "Municipal Law Enforcement Officer" means any person employed as By-law Enforcement Officer, OPP or by the Humane Society of Ontario.
- 24) "Service Animal" means the animal is easily identifiable as relating to the persons disability (i.e. guide dog or other animal wearing a vest or harness). Persons may be asked to provide documentation from a regulated health professional confirming the animal is required due to a disability. Service animals are not pets. Types of service animals include but are not limited to; hearing, guide,

diabetic alert, seizure alert/response, mobility assistance, psychiatric, allergy detection, and autism support.

- 25) "Registered Health Professional" means one of the following: audiologist or speech-language pathologist, chiropractor, nurse, occupational therapist, optometrist, physician or surgeon, physiotherapist, psychologist, psychotherapist or mental health therapist.

## **Part 2 – Exemptions**

### **2.1. Animal Hospital-Clinic-Kennel-Registered**

This by-law shall not apply to an animal hospital, clinic or kennel, lawfully operated for the exclusive purpose of treating sick or injured animals and supervised by a veterinarian who is a registered member of the Ontario Veterinary Association.

### **2.2. Pound**

This by-law shall not apply to a pound.

### **2.3. Pet Shop**

Council to determine whether a pet shop exemption is appropriate.

### **2.4. Zoos-Fair-Exhibitions-Circuses-Authorized**

This by-law shall not apply to dogs maintained in a zoo, fair, exhibition, dog show or circus operated or licensed by a municipal or other governmental authority.

### **2.5. Service Dogs**

This by-law shall not apply to dogs maintained in a zoo, fair exhibition, dog show or circus operated or licensed by a municipal or other governmental authority.

### **2.6. Research Facility – registered**

This by-law shall not apply to dogs maintained at a research facility registered under the Animals for Research Act.

## **Part 3 – Keeping of Dogs**

### **3.1. Maximum – 3 Per Premises**

No person shall keep more than 3 dogs in any one dwelling unit or on any premises.

### **3.2. Kennels – Registered**

No kennels are permitted within the urban areas of Dutton Dunwich – Dutton, Wallacetown and Iona. (see attached Schedule B, C, D & E – Maps for defined areas)

### **3.3. Guard Dogs – Industrial-Commercial Premises**

Notwithstanding section 3.1 of this by-law, more than three (3) guard dogs may be licensed for lawfully used industrial or commercial premises.

### **3.4. Excrement-Removal-Disposal-Sanitary-Immediate**

Every owner of a dog shall remove forthwith and sanitarily dispose of excrement left by the dog anywhere in the Municipality.

### **3.5. Trespassing Without Consent by Dog Prohibited**

No person shall permit a dog to enter upon the private property of another person or to remain on the private property of another person without the property owner's consent.

### **3.6. Running at Large Prohibited**

No owner of a dog shall permit the dog and/or animal to run at large or to fail to prohibit the dog and/or animal from running at large.

### **3.7. Keeping of Dangerous Dogs**

- 1) When a dangerous dog is off its owner's property the owner shall:
  - a) Ensure the dog is muzzled in a humane manner at all times;

- b) Ensure the dog is on a leash not longer than one (1) meter; and
  - c) Ensure the dog is under the control of a person over the age of eighteen.
- 2) When a dangerous dog is on its owner's property the owner shall:
- a) Ensure the dog is securely confined indoors or in a locked pen that meets the following standards:
    - i. The pen shall be suitable to prevent the escape of the dangerous dog and capable of preventing the entry of any person not in control of the dog.
    - ii. The pen must have minimum dimensions of two (2) meters and must have secure sides and secure top.
    - iii. If the pen has no bottom secured to the sides, the side must be embedded into the ground no less than thirty (30) centimeters deep.
    - iv. The pen shall also provide protection from the elements for the dog.
    - v. The pen shall not be within three (3) meters of the property line or within three (3) meters of a neighbouring dwelling unit.

### **3.8. Dangerous Dogs**

- 1) Any dog that has bitten a person or domestic animal must be kept in quarantine for 14 days at the Veterinarian, Humane Society or the Animal Control Shelter in Glencoe, all at the owner's expense.
- 2) The Municipality may humanely destroy the impounded dangerous dog if it is determined by an official/veterinarian to be in the interest of public safety and health.
- 3) The dog in question that was involved in the biting incident, and it is determined by an official investigation to have bitten, will not be returned to the municipality.

### **3.9. Owner's Responsibilities**

- 1) No owner of a dog shall fail to prevent her or her dog from:
  - a) Threatening, biting or attacking any person;
  - b) Threatening, biting or attacking any domestic animal; or
  - c) Damaging public or private property.
- 2) No owner of a dog shall use a chain as a means of confinement.

## **Part 4 – Licensing**

### **4.1. Licensing Agent – Appointed-Authorized**

The Council shall appoint, if required, a licensing agent or agents for the Municipality and every such license shall be executed on behalf of the Municipality.

### **4.2. Registration Information Requirements**

The license agent shall keep a record showing the following dog license registration information:

- 1) Name and address of dog owner;
- 2) Serial number of tag;
- 3) Date of registration;
- 4) Description of dog;
- 5) Indicate whether dog is spayed or neutered;
- 6) Amount of fee paid upon registration.

### **4.3. Application License Description Fee**

Every license application shall be accompanied by the following:

- 1) Description of dog including the colour, breed and name;
- 2) Applicable fee.

**4.4. License Annually**

Every owner shall cause his/her dog to be licensed annually and every owner shall re-new the license annually.

**4.5. Expiry-Annual-December 31**

Every license issued by the license agent shall expire on the thirty-first day of December of the year for which it is issued and shall be renewable yearly.

**4.6. 1) Tag serial number issued upon payment of fee**

Upon Payment of the applicable fee(s), the owner shall be furnished with a dog tag bearing the serial number, the year for which it was issued.

**2) Tag affixed securely to dog at all times**

When the dog is not on the owner’s premises, the tag shall be fixed securely on the dog for which it was issued at all times until such time as the tag is renewed or replaced.

**3) Tag replacement where lost**

Where a tag has been lost, an application shall be made to the license agent for a replacement tag.

**4) Tag replacement proof of payment plus fee**

The application shall be accompanied by proof that the current year’s license fee has been paid and the applicable replacement tag fee.

**5) Tag removal**

No person shall, within the Municipality, unlawfully remove a dog tag from a licensed dog.

**6) Ownership change in failure to notify**

Every owner shall notify the license agent upon the change of ownership of a licensed dog.

**Part 5 – Kennels**

**5.1.** No person shall keep a dog kennel within the Municipality unless that use is allowed in the appropriate section of the Municipality’s zoning by-law.

**Part 6 – Reptile and Wild Animals (Exotic) – Keeping**

**6.1.** No person shall keep any venomous snake or venomous reptile, wild animal or exotic pet outline below within the limits of the Municipality: (not limited to, but including the following)

- |                    |                 |
|--------------------|-----------------|
| Bear               | Alligator       |
| Lion               | Venomous lizard |
| Tiger              | Coyote          |
| Crocodile          | Cougar          |
| Constricting snake | Raccoon         |
| Wolf               | Venomous snake  |
| Bobcat             | Venomous spider |
| Jaguar             |                 |

**6.2.** When an exotic animal is captured or taken into custody, the Municipality will take any and all action required pursuant to appropriate applicable or governing legislation and/or regulations.

**Part 7 – Fees**

**7.1. Fees**

The license fees to be paid to the Municipality shall be as set out in the Municipal Fees By-law.

**7.2. Service Animals – Police Service Dogs Exempted**

Service animals and police service dogs are exempt from the payment of all license fees applicable pursuant to this by-law.

### **7.3. Pound Fees – Payment Proof of Ownership Required**

Where a dog is claimed from the Pound keeper, the owner shall provide proof of ownership of the dog, as well as proof of payment for a current dog license, and pay the Pound keeper the applicable maintenance charges prescribed, and any other damages, fines and expenses according to law.

## **Part 8 – Impounding**

### **8.1. Seizure – Impounding**

The Pound keeper shall impound any dog seized by him or delivered to him by a police officer, municipal enforcement officer or Animal Control Officer.

### **8.2. Claim – within 5 days – release**

The owner or keeper of a dog impounded for being at large shall be entitled to redeem such dog within 5 days of impoundment, upon paying the Pound keeper the applicable maintenance charges prescribed, and any other damages, fines and expenses according to law.

### **8.3. Owner to Claim Dog Before Disposal**

The owner of a dog that has been impounded may, upon application to the Pound keeper, claim the dog before the Pound keeper is entitled to dispose of the dog according to the provisions of Section 8.4 of this by-law.

### **8.4. Disposal – Dog Not Claimed – Pound keeper Discretion**

Where a dog is impounded and is not claimed by the owner thereof within the redemption period specified under this by-law, the Pound keeper may retain the dog for such further time as he/she may consider proper and during that time the Pound keeper may:

- 1) Sell the dog for such price as he/she may consider proper;
- 2) Euthanize the dog;
- 3) Dispose of the dog in accordance with the Animals for Research Act.

### **8.5. Euthanasia – For Humane/Safety Reasons**

Where an animal that is captured or taken into custody is injured and in the opinion of the Pound keeper should be destroyed without delay for humane reasons or for reasons of safety to persons or animals, the Animal Control Officer, or other trained person appointed by the Pound keeper, may euthanize the dog in a humane manner as soon after capture or taking into custody as he may determine, and may do so without permitting any person to reclaim the dog or without offering it for sale.

### **8.6. Euthanasia – Dangerous Dog Running at Large**

In the opinion of an Animal Control Officer, where an animal cannot be captured and where the safety of persons or animals are endangered, the Animal Control Officer may euthanize the dog and no damages or compensation shall be recovered by the owner of the dog for said destruction.

### **8.7. Veterinary Services – Required Payable by Owner**

Where a dog is captured or taken into custody, and the services of a veterinarian are secured by the Pound keeper, the Owner shall pay to the Pound keeper all fees and charges of the veterinarian in addition to all other fees and per diem charges payable under this by-law, whether the dog is alive, dies or is euthanized.

### **8.8. Compensation – to Dog Owner Prohibited**

No compensation, damages, fees or any other sum of money on account of or by reason of the impounding, euthanasia or other disposal of the impounded dog in the course of the administration and enforcement of this by-law shall be:

- 1) Recovered by any owner or other person; or
- 2) Paid by the Municipality.

**Part 9 – Enforcement**

**9.1. Penalty**

Any person who contravenes any provisions of this by-law is guilty of an offence and is liable, upon conviction, to the maximum penalty as prescribed by the Provincial Offences Act, as amended from time to time, and all such penalties and costs may be recovered under the Provincial Offences Act, as per Schedule "A" attached hereto this By-law.

**9.2. Investigation**

The Animal Control Officer, Municipal Enforcement Officer and or Member of the Ontario Provincial police may enter onto private property to determine a violation of this by-law.

**Part 10 – Transition**

**10.1.** Every license issued pursuant to By-law #2020-40 shall be deemed to be a license issued under this by-law and every such license shall continue to be valid until its normal date of expiry.

**10.2.** Every act taken pursuant to the predecessor to this by-law shall, as necessary, be deemed to have been taken pursuant to this by-law and every such act may be carried to its conclusion pursuant to the authority granted by this by-law.

**10.3.** If an act has been validly commenced pursuant to the predecessor to this by-law and authority for such act does not exist pursuant to this by-law then such act may be continued to its conclusion and the portions of the predecessor to this by-law necessary to permit such act to be concluded shall be deemed to remain in effect for the purposes of bringing such act to a conclusion.

**Part 11 – Repeal-Enactment**

**11.1.** Where the provision of any other by-law, resolution or action of Council are inconsistent with provisions of this by-law, the provisions of this by-law shall prevail.

**Part 12 – Effective Date**

**12.1.** This By-law shall come into force and effect upon approval of the set fine schedule (Schedule "A") by the Office of the Regional Senior Justice Ontario Court of Justice West Region.

READ a first and second time this 10<sup>th</sup> day of June, 2020.

READ a third time and finally passed this 10<sup>th</sup> day of June, 2020.

  
\_\_\_\_\_  
Robert (Bob) Purcell, Mayor

  
\_\_\_\_\_  
Heather Bouw, Clerk

Schedule "A"  
Municipality of Dutton Dunwich  
By-law #2020-40

**Set Fine Schedule**

*Part 1 Provincial Offences Act*

Being a By-law to Provide Regulation, Restriction and Prohibition of Dogs and Animals in the Municipality of Dutton Dunwich

<b>Item</b>	<b>Short Form Wording</b>	<b>Provision Creating or Defining Offence</b>	<b>Set Fine</b>
1	Having more than three dogs per residence	Section 3.1	\$250.00
2	Failure to remove dog excrement from municipal/private property	Section 3.4	\$150.00
3	Permitting a dog and or animal to run at large	Section 3.6	\$250.00
4	Failure to ensure a dangerous dog is muzzled in a humane manner at all times	Section 3.7 1) a)	\$500.00
5	Failure to ensure dog is on a leash not longer than one (1) meter	Section 3.7 1) b)	\$250.00
6	Failure to ensure dog is under the control of a person over the age or eighteen	Section 3.7 1) c)	\$250.00
7	Failure to ensure the dog when on its owner's property is confined indoors or in a locked pen	Section 3.7 2) a)	\$500.00
8	Failure to prevent or allow a dog to bite or attack a person	Section 3.9 1) a)	\$500.00
9	Failure to prevent or allow a dog to bite or attack and animal	Section 3.9 1) b)	\$500.00
10	Failure to renew dog license	Section 4.4	\$250.00
11	Failure to register a dog for a license	Section 4.4	\$350.00
12	Keep a Kennel in the Urban areas of Dutton Dunwich	Section 5.1	\$500.00
13	Keep reptile and/or Wild Animal	Section 6.1	\$500.00

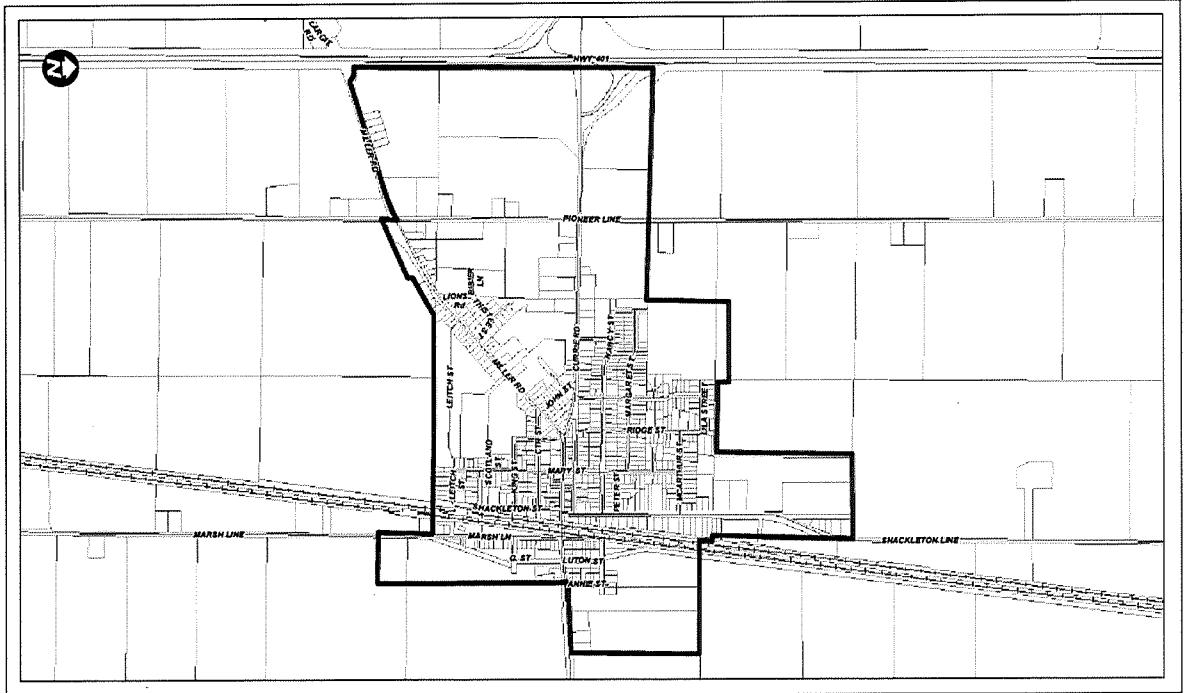
Penalty provision for the offences indicated above as s. 9.1 of By-law #2020-40; a certified copy of which has been filed.



Schedule "B"  
Municipality of Dutton Dunwich  
By-law #2020-40

**Urban Area Within the Municipality of Dutton Dunwich**

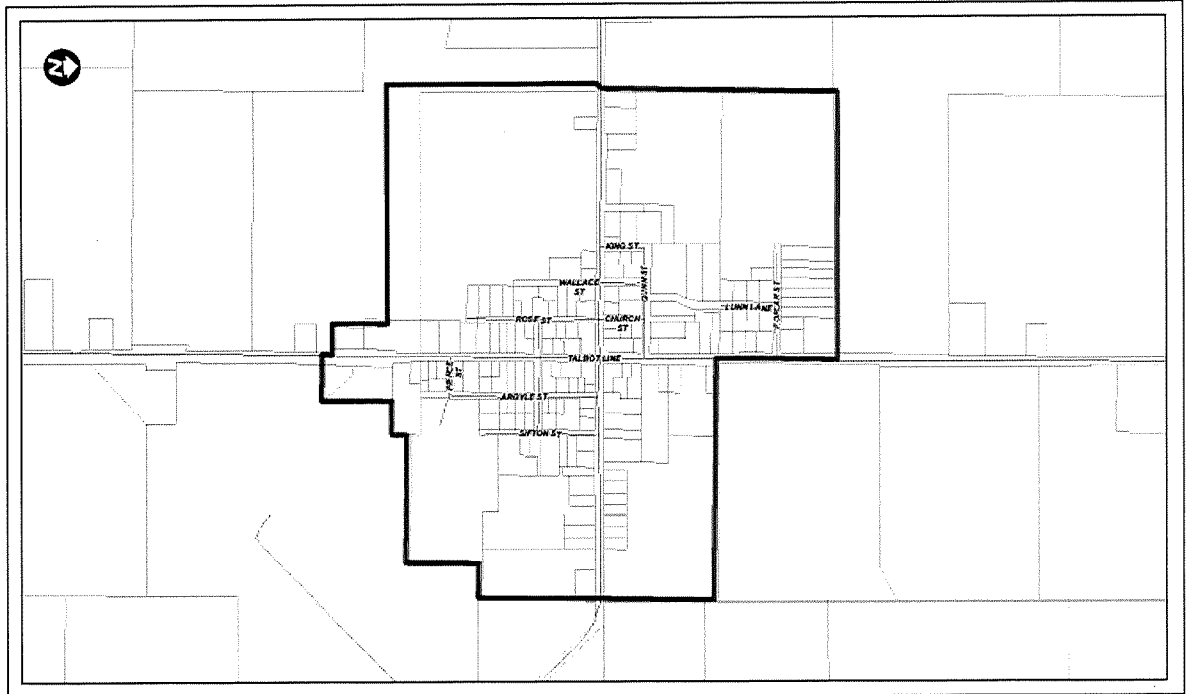
**DUTTON**



Schedule "C"  
Municipality of Dutton Dunwich  
By-law #2020-40

**Urban Area Within the Municipality of Dutton Dunwich**

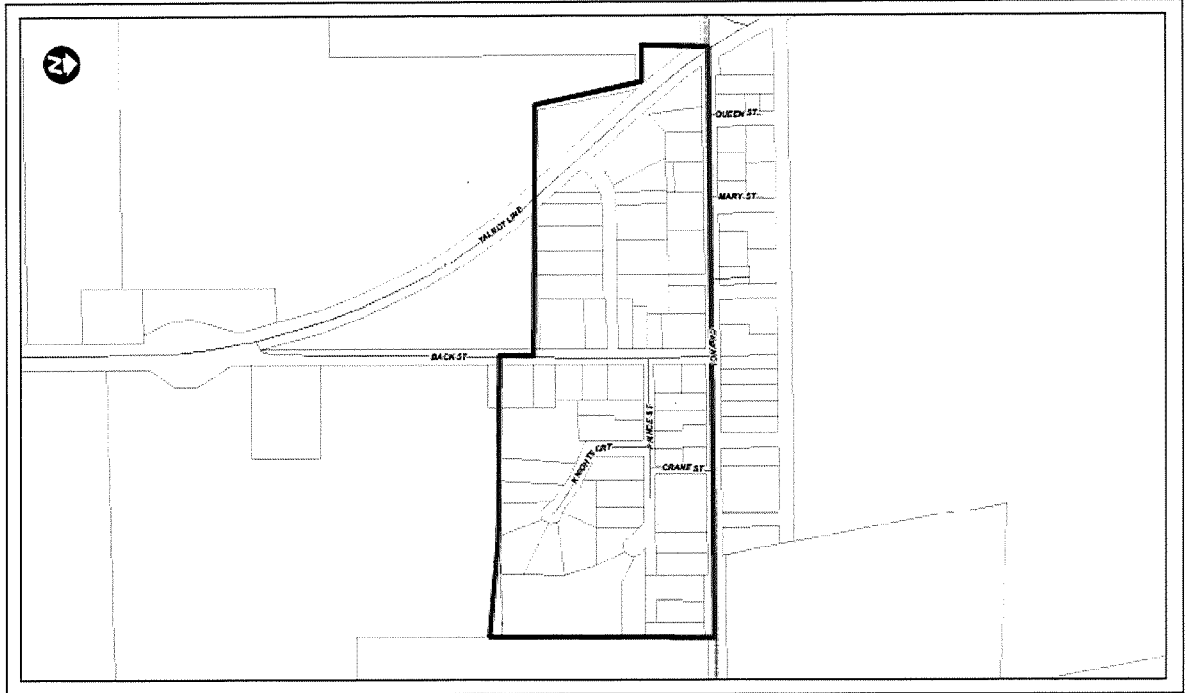
**WALLACETOWN**



Schedule "D"  
Municipality of Dutton Dunwich  
By-law #2020-40

**Urban Area Within the Municipality of Dutton Dunwich**

**IONA**



Schedule "D"  
Municipality of Dutton Dunwich  
By-law #2020-40

**Urban Area Within the Municipality of Dutton Dunwich**

**IONA STATION**

