

## OFFICE CONSOLIDATION

*This is a consolidation of the Town's by-law to regulate the keeping of animals being By-law Number 2013-130 as amended by By-laws numbered 2016-104, 2017-53 and 2017-80 prepared for reference and information purposes only. The following consolidation is an electronic reproduction made available for information only. It is not an official version of the by-law. Official versions of all by-laws can be obtained from the Town Clerk by calling (905) 584-2272. If there are any discrepancies between this consolidation and By-laws 2013-130, 2016-104, 2017-53 and 2017-80 the By-laws shall prevail.*

### THE CORPORATION OF THE TOWN OF CALEDON

#### BY-LAW NO. BL-2013-130

A by-law to regulate the keeping of Animals in the Town of Caledon.

WHEREAS the Council of The Corporation of the Town of Caledon considers it appropriate to enact a by-law regulating the care and control of animals in the Town of Caledon;

WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended ("*Municipal Act*") authorizes a municipality to pass by-laws necessary or desirable for municipal purposes, including respecting the protection of persons and property and animals;

AND WHEREAS the Council considers it appropriate to vary by by-law the application of the *Pounds Act* in respect of the running at large, impounding and redemption of animals in the Town of Caledon;

NOW THEREFORE the Council of The Corporation of the Town of Caledon ENACTS AS FOLLOWS:

#### DEFINITIONS

1. In this by-law:

"**Animal**" means any member of the animal kingdom excluding humans, fish and aquatic invertebrates;

"**Animal Control Officer**" means a person or class of person designated by by-law of the **Town** to enforce **Town** by-laws;

"**Animal Shelter**" means the **Animal Shelter** owned and operated by the **Town**;

"**At Large**" means an **Animal** found in any place other than the **Owner's Property** and not secured by a **Leash** which is held by a person physically capable of restraining the animal;

"**Cat**" means a feline;

"**Council**" means the Council of the **Town**;

"**Dangerous Dog**" means any dog that has bitten and/or caused injury to a person or domestic **Animal**;

"**Dog**" means a canine;

"**Dwelling Unit**" means a legal registered room or rooms which function as a housekeeping unit used or intended to be used as a domicile by one or more persons, in which a kitchen, living quarters and sanitary facilities are provided for the exclusive use of the residents and with a private entrance from outside the building or from a common hallway or stairway;

[Amended by By-law 2017-80 effective Dec 12/17]

“**Hen**” means a domesticated female chicken;

“**Hen Coop**” means a fully enclosed, locking and weatherproof structure in which **Hens** are kept;

“**Hen Run**” means a fully enclosed pen that allows **Hens** access to an outdoor area while remaining within;

“**Leash**” means a rope, chain or other restraining device for a **Dog** and shall not exceed 1.83 metres (6 feet) in length and shall be constructed of material capable of restraining the **Dog**;

“**Lot**” means a parcel of land in one ownership which is capable of being legally conveyed in accordance with the Planning Act, R.S.O. 1990, c. P.13, as amended, or is described in accordance with the registered plan of condominium;

“**Lot Line**” means any boundary of a **Lot** or the vertical projection thereof;

“**Microchip**” means an approved standard encoded identification device implanted into an **Animal**, which contains a unique code that permits or facilitates access to owner information, including the name and address of the **Owner** of the **Animal**;

“**Muzzle**” means a humane fastening or covering device of adequate strength and design suitable to the breed of the **Dog** that fits over the mouth of the **Dog**, cannot be removed by the **Dog** and is of sufficient strength to prevent the **Dog** from biting;

“**Owner**” includes a person who keeps an **Animal**, and where the **Owner** is a minor, the parent or legal guardian of the minor;

“**Owner’s Property**” means the property owned or occupied by the **Owner** of an **Animal**, and where the **Owner** has exclusive possession of part of a building or property, that portion of the property of which the **Owner** has exclusive possession;

“**Person**” means an individual, partnership, association, firm or corporation;

“**Police Dog**” means a dog trained for and engaged in law enforcement by any federal, provincial or municipal government agency;

“**Protective Care**” includes a temporary keeping of an **Animal** as a result of an eviction, incarceration, medical or fire emergency, or any other similar circumstances;

“**Rear Yard**” means a yard extending from the rear wall of the main building on the **Lot**;

“**Service Animal**” means an **Animal** trained as a guide dog for the visually or hearing impaired or an **Animal** that readily appears to be used by a person with a disability for the reasons relating to his or her disability or if the person provides a letter from a physician or nurse confirming that the person requires the animal for the reasons relating to his or her disability;

“**Town**” means The Corporation of the **Town** of Caledon or the geographic area of the Town of Caledon as the context requires;

“**Unclaimed**” means:

- (a) where an **Owner** of an impounded **Animal** fails to attend at the **Animal Shelter** to redeem his or her **Animal** on or before the expiry of seventy two (72) hours from the time the **Animal**

is impounded, excluding statutory holidays, Saturdays and Sundays and the day the **Animal** is impounded, or;

- (b) where an **Owner** of an impounded **Animal** attends at the **Animal Shelter** within the prescribed time but fails to submit the required fee in full in accordance with the **Town's Fees By-law**.

[Original sections 2, 3, 4, 5, 6, 7 and 8 were deleted by By-law 2016-104 effective Jan 1/17  
The By-law was renumbered accordingly by By-law 2017-53]

[Amended by By-law 2017-53  
effective Sep 12/17]

## **IDENTIFICATION**

- 2. The **Owner** of a **Dog** shall ensure that, for every **Dog** owned by them, a microchip, identification tag or other means of identification is affixed to the dog at all times.

## **LEASHING OF DOGS**

- 3. Subject to Section 4, the **Owner** of a **Dog** shall at all times keep the **Dog** on a **Leash** held by a **Person** who is physically capable of controlling the **Dog**.
- 4. Section 3 does not apply:
  - (1) if the **Dog** is on the **Owner's Property**;
  - (2) if the **Dog** is found on the property of a **Person** who owns or occupies the property and who consents to the presence of the unleashed **Dog**;
  - (3) the **Dog** is a **Service Animal** or **Police Work Dog** and the **Dog** is performing his duties; or
  - (4) if the **Dog** is within the limits of a park designated by the **Town** as a **Leash** free park.

## **ANIMALS AT LARGE**

- 5. No **Person** shall cause or permit an **Animal** to run **At Large** anywhere in the **Town**.
- 6. Notwithstanding section 5, a **Dog** is deemed not to be running **At Large** where the **Dog** is:
  - (1) on the **Owner's Property**;
  - (2) found on the property of a **Person** who owns or occupies the property and who consents to the presence of the unleashed **Dog**;
  - (3) a **Service Animal** or **Police Dog** and the **Dog** is performing his duties; or
  - (4) within the limits of a park designated by the **Town** as a **Leash** free park.
- 7. Any **Animal** running **At Large** may be seized:
  - (1) by any **Person** who shall deliver it to an **Animal Control Officer** or the **Animal Shelter** as soon as reasonable in the circumstances; or
  - (2) by an **Animal Control Officer** who may impound the **Animal**.

## **PROHIBITED, RESTRICTED AND REGULATED ANIMALS**

- 8. (1) No **Person** shall keep, or permit or cause to be kept in any **Dwelling Unit** more than three (3) **Dogs** at any one time.

- (2) The limit imposed by subsection 8(1) in regard to the number of **Dogs** shall not apply to the **Animal Shelter** and the following premises as defined by the Town's Zoning By-law, as amended from time to time, which are lawfully zoned and used for:
- (a) a veterinary hospital;
  - (b) a kennel;
  - (c) a pet grooming facility;
  - (d) a pet shop;
  - (e) a police facility;
  - (f) a registered research facility;
  - (g) a shelter operated by a branch of the Ontario Society for Prevention of Cruelty to Animals; and
  - (h) a premise or facility accredited by the Canadian Association of Zoos and Aquariums.
9. (1) No **Person** shall keep or cause or permit to be kept anywhere in the **Town** an **Animal** listed in Schedule 'A' attached hereto and forming part of this by-law.
- (2) The prohibition imposed by subsection 9(1) in regard to the keeping of the listed **Animals** shall not apply to the **Animal Shelter** and the following premises as defined by the Town's Zoning By-law, as amended from time to time, which are lawfully zoned and used for:
- (a) an agricultural operation where the **Person** keeps or uses **the Animal** for a purpose consistent with normal farm practices;
  - (b) a veterinary hospital;
  - (c) a registered research facility;
  - (d) a shelter operated by a branch of the Ontario Society for Prevention of Cruelty to **Animals**; and
  - (e) a premise or facility accredited by the Canadian Association of Zoos and Aquariums.

#### **ANIMAL EXCREMENT**

10. The **Owner** of a **Dog** shall remove any excrement left by such **Dog** on any property other than the **Owner's Property** in the **Town**.
11. Section 10 shall not apply to a **Dog** that is a **Service Animal** or **Police Work Dog** and the **Dog** is performing his duties.

#### **NOISE BY DOGS**

12. In addition to the provisions of the Town's Noise By-law, as amended from time to time, every **Owner** or person who has care and custody of a **Dog** shall at all times take all precautions necessary to prevent undue noise by the **Dog**.

## **DANGEROUS DOG**

13. (1) Where an **Animal Control Officer** has grounds to believe a dog is a **Dangerous Dog**, he may issue an order to an **Owner** of a **Dog** identifying the **Dog** as a **Dangerous Dog**.  
  
(2) The order shall be in writing and shall be served on the **Owner** of the **Dog**.
14. Where a **Dog** has been identified as a **Dangerous Dog**, the **Owner** of the **Dog** shall ensure that the **Dangerous Dog** is:
  - (1) spayed or neutered;
  - (2) microchipped; and
  - (3) kept current with vaccinations against Rabies.
15. A **Dangerous Dog** shall only be kept outside on the **Owner's Property** if:
  - (1) it is kept in an enclosed area, including a fence of adequate height to contain the dog where the enclosed area is secured in such a manner that the **Dangerous Dog** is effectively prevented from escaping and from coming into contact with persons other than the **Owner**;
  - (2) all gates into the enclosed area are kept locked at all times; and
  - (3) the enclosed area fence and gates are maintained in a secure condition and in good repair at all times.
16. A **Dangerous Dog** shall not be kept outside of the enclosed area.
17. When not on the **Owner's Property**, an **Owner** of a **Dangerous Dog** shall ensure that the **Dangerous Dog**:
  - (1) wears a **Muzzle**; and
  - (2) is secured by a leash held by a **Person** eighteen (18) years of age or older who is physically capable of controlling it.
18. Every **Owner** of a **Dangerous Dog** shall ensure that a sign containing the words "BEWARE OF DOG" is displayed in a prominent manner at each entrance to his **Owner's Property** and to each building on the **Owner's Property** in which the **Dangerous Dog** is kept.
19. Every **Owner** of a **Dangerous Dog** shall notify the Town, in writing, of the transfer or death of a **Dangerous Dog**.

## **SERVICE OF ORDERS**

20. An order may be served on the **Owner** personally to the **Owner**, but where the order cannot be given or served by reason of the **Owner's** absence from the **Owner's Property** or other reason, the order shall be deemed to be sufficiently given or served:
  - (1) by handing it to a **Person** found on the **Owner's Property** appearing to be at least 18 years of age; or
  - (2) by posting it in a conspicuous place upon some part of the **Owner's Property** and by sending a copy to the **Owner's Property** by ordinary mail; or
  - (3) by sending it by prepaid registered mail to the **Owner** at the last known address where he resides.

21. If the order is to be served by registered mail, the service shall be deemed to have been made on the fifth day after the day of mailing unless the person to whom the order is given establishes that, acting in good faith, through absence, accident, illness or other unintentional cause the order was not received until a later date.

#### OFFENCE

22. Every **Person** to whom an Order is issued pursuant to this by-law shall comply with the order and on conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33.
23. Every **Person** who contravenes any provision of this by-law is guilty of an offence.

[Amended by By-law 2017-53  
effective Sep 12/17]

#### APPEAL

24. (1) Every **Person** to whom an order is issued may appeal the Order, provided that the application for a hearing is made in writing and delivered to the Clerk of the **Town** within fifteen (15) days of the day that the order is deemed served.
- (2) The provisions of sections 5 to 16 and 21 to 24 of the *Statutory Powers Procedure Act*, R.S.O. 1990, c. S.22, as amended, shall apply to all hearings.
- (3) The Tribunal may confirm, rescind, amend or modify the order of the **Animal Control Officer**.
- (4) The decision of the Tribunal shall be final and the **Owner** shall comply with the decision immediately or by such date as the Tribunal directs.

[Amended by By-law 2017-80  
effective Dec 12/17]

#### IMPOUNDING OF ANIMALS

25. (1) An **Animal** may be impounded at the **Animal Shelter** by an **Animal Control Officer** or other **Person** if it is found to be **At Large** in the **Town**.
- (2) Notwithstanding subsection (1), an **Animal Control Officer**:
- (a) is not required to pick up an **Animal** other than a **Dog** and deliver it to the **Animal Shelter**; and
- (b) staff may refuse to receive an **Animal** at the **Animal Shelter** where in his or her opinion:
- (i) there are no facilities available in the **Animal Shelter**;
- (ii) the **Animal** is not **At Large**; or
- (iii) the **Animal Shelter** is under quarantine for disease prevention.

#### REDEMPTION OF CATS AND DOGS

26. A record of any **Cats** and **Dogs** impounded or received at the **Animal Shelter** shall be kept and shall include:
- (1) the date that the **Cat** or **Dog** was delivered to the **Animal Shelter**;
- (2) a description of the **Cat** or **Dog**;
- (3) note of any means of identification on the **Cat** or **Dog**, including but not limited to **Microchip** identification number; and
- (4) the date of disposition.

[Amended by By-law 2016-104  
effective Jan 1/17]

27. Where the **Owner** of a **Cat** or **Dog** that has been impounded or received at the **Animal Shelter** can be identified, all reasonable steps to notify the **Owner** that the **Cat** or **Dog** has been impounded shall be taken.
28. (1) Every **Animal** that is impounded or received shall be kept for a minimum period of seventy-two (72) hours from the date of impound or receipt, excluding statutory holidays, Saturdays and Sundays and excluding the day that the **Animal** is impounded.  
  
(2) Where an impounded **Animal** is **Unclaimed**, it becomes the property of the Town of Caledon and the **Animal** may be transferred, sold, made available for adoption or euthanized.
29. Where an **Animal** is sold or euthanized, pursuant to the provisions of this by-law, no damages or compensation shall be recoverable from the **Town**.
30. An impounded **Animal** may be released to the **Owner** of the **Animal** on payment of:
  - (1) the required fees in full as set out in the **Town's Fees By-law**; and
  - (2) any and all expenses incurred by the **Town** as a result of the **Animal** receiving veterinary care including but not limited to examination, x-rays, tests and non-prescription or prescription drugs.

[Original section 37 was deleted by By-law 2016-104 effective Jan 1/17]

#### **ADOPTION OF ANIMALS**

31. A **Person** who intends to adopt an **Animal** at the **Animal Shelter** shall:
  - (1) complete an application for adoption in the form prescribed by the Town; and
  - (2) pay the required fee in full as set out in the **Town's Fees By-law**.
32. The Town reserves the right to refuse any application for adoption.

#### **PROTECTIVE CARE**

33. (1) An **Animal Control Officer** may take possession of an **Animal** for the purpose of providing **Protective Care** to the **Animal**.  
  
(2) **Animals** which are received into **Protective Care** by the **Town** shall only be kept on a temporary basis for up to a maximum of five (5) days from the date of receipt, excluding statutory holidays, Saturdays and Sundays and excluding the day that the **Animal** was received.  
  
(3) If an **Animal** is in **Protective Care** at the end of the five (5) day period and the **Animal** has not been claimed by the **Owner**, the **Animal** shall be deemed to be an impounded **Animal** and held for an additional seventy-two (72) hours, excluding statutory holidays, Saturdays and Sundays.  
  
(4) When the **Town** receives an **Animal** into **Protective Care**, the **Owner** of the **Animal** shall pay to the **Town** the required fees in full as outlined in the **Town's Fees By-law**, and all costs incurred on behalf of such **Animal** by the **Town** for all required veterinary care prior to redeeming the **Animal**.

## SURRENDER OF CAT OR DOG

34. (1) An **Owner** may apply to surrender a **Cat** or **Dog** owned by him to the **Town**.
- (2) A **Cat** or **Dog** may be accepted by the **Animal Shelter** where the **Owner** of the **Cat** or **Dog**:
- (a) pays the required fee in full as set out in the **Town's Fees By-law**;
  - (b) agrees in writing in the form prescribed by the Town that upon surrender:
    - (i) the Ownership of the **Dog** or **Cat** is irrevocably transferred to the **Town**; and
    - (ii) the **Town** may in its sole discretion determine whether the **Dog** or **Cat** will be transferred, made available for adoption, sold or otherwise euthanized.

## RELEASE OF ANIMAL

35. Notwithstanding any other section of this by-law, no **Animal Control Officer** is required to release any **Animal** to any **Person** until all applicable fees due under the provisions of this by-law have been paid in full.

## RESIDENTIAL BACKYARD HENS

36. Notwithstanding Section 9 (1), **Hens** shall be permitted to be kept in accordance with Sections 37 through 55, provided that they are only kept on a residentially zoned **Lot**.

## REQUIREMENTS FOR THE KEEPING OF HENS

37. A maximum of four (4) **Hens** shall be permitted to be kept per **Lot**.
38. All **Hens** kept on a residential **Lot** shall be a minimum of four (4) months old.
39. A **Hen Owner** shall reside on the **Lot** where the **Hens** are kept.
40. **Hens** shall be kept in a **Hen Coop** or **Hen Run** at all times.
41. Subject to the exception that **Hens** shall be kept in a locked **Hen Coop** from 9:00 p.m. to 6:00 a.m. **Hens** shall have access to a **Hen Run** at all times.
42. **Hens** shall be provided with appropriate space and environmental conditions conducive to good health, including but not limited to, the opportunity to socialize and engage in fundamental behaviours such as scratching, roosting and dust bathing.
43. **Hens** shall be kept in a clean and healthy condition free from disease and, where necessary, shall be provided with veterinary care.
44. **Hens** shall be provided with access to feed and clean water at all times.
45. An **Owner** shall ensure that their **Hens** are kept in a manner so as to not cause a nuisance to any adjacent neighbour.

[Amended by By-law 2016-104 effective Jan 1/17]

[Sections 36 through 55 added by By-law 2017-80 effective Dec 12/17]



## HEN COOP AND HEN RUN REQUIREMENTS

46. A maximum of one (1) **Hen Coop** and one (1) **Hen Run** shall be permitted per **Lot**.
47. Every **Hen Coop** and **Hen Run** shall be in compliance with the following size requirements:
  - (1) **Hen Coops** and **Hen Runs** combined shall be less than ten (10) square metres in size;
  - (2) a minimum of 0.37 square metres per **Hen** is required for the **Hen Coop** floor area, along with a minimum of 0.93 square metres ground area per **Hen** for the **Hen Run**; and
  - (3) **Hen Coops** and **Hen Runs** shall be a maximum of two (2) metres in height as measured from the highest point of the **Hen Coop** or **Hen Run** and the ground directly below such point.
48. The placement of a **Hen Coop**, **Hen Run** and any associated feed or manure storage shall:
  - (1) only be permitted in a **Rear Yard**;
  - (2) be set back at least two (2) metres from any **Lot Line**;
  - (3) be a minimum distance of three (3) metres from any dwelling on an adjacent property; and
  - (4) be at least fifteen (15) metres from any **Lot** on which a church, business or school is located.
49. Every **Hen Coop** and **Hen Run** shall be constructed and equipped in accordance with the following:
  - (1) all **Hen Coops** and **Hen Runs** shall be completely enclosed to ensure that **Hens** are contained within at all times;
  - (2) **Hen Coops** shall have adequate ventilation, provide protection from weather, exclude rodents and include a lock to be secured against the entry of predators;
  - (3) **Hen Coops** shall include food and water containers in addition to at least one (1) nest box for egg laying and one (1) perch providing twenty (20) centimetres of space per **Hen**; and
  - (4) **Hen Runs** shall include a floor of any combination of vegetated or bare earth.
50. Every **Hen Owner** shall ensure appropriate maintenance in accordance with the subsequent provisions:
  - (1) food and water containers shall be cleaned regularly and disinfected;
  - (2) **Hen Coops**, including perches and nest boxes, shall be cleaned regularly and disinfected a minimum of two (2) times annually;
  - (3) feed shall be stored in rodent proof containers and secured at all times to prevent rodents or other animals from accessing it and leftover feed shall be removed in a timely manner;
  - (4) manure and droppings shall be removed in a timely manner and stored manure shall be kept in an enclosed structure that prevents any odour and no more than .085 cubic metres shall be stored at any time; and

(5) **Hen Coops** and **Hen Runs** shall be maintained in good repair and in a clean and sanitary condition, being kept free of obnoxious odours or substances and vermin.

51. Every **Hen Coop** and **Hen Run** shall be required to comply with the provisions for an accessory structure under the **Town's** Zoning By-law, as amended.

#### **PROHIBITIONS**

52. Notwithstanding Section 36, **Hens** shall not be permitted to be kept on multiple-residential properties.

53. The keeping of roosters on a residential **Lot** shall be prohibited.

54. The sale of eggs, manure or any other products derived from the keeping of **Hens** is prohibited.

55. No **Person** shall slaughter or euthanize a **Hen** on any residential **Lot** and any deceased **Hen** shall be disposed of through the services of a veterinarian or a licenced deadstock operator.

#### **REPEAL**

[Renumbered in accordance with  
By-law 2017-80 effective Dec 12/17]

56. By-laws Numbered 84-196, 2004-22, 2006-127 and all amendments thereto are hereby repealed.

**READ THREE TIMES AND FINALLY  
PASSED IN OPEN COUNCIL  
THIS 10<sup>th</sup> DAY OF DECEMBER, 2013.**

"Marolyn Morrison"  
Marolyn Morrison, Mayor

"Carey deGorter"  
Carey deGorter, Clerk

SCHEDULE 'A' TO BY-LAW BL-2013-130  
PROHIBITED, RESTRICTED AND REGULATED ANIMALS

**MAMMALS**

All mammals except the following:

1. domestic dogs
2. domestic cats
3. ferrets
4. domestic rabbits
5. sugar gliders derived from self-sustaining captive populations
6. rodents which do not exceed 1500 grams and are derived from self-sustaining captive populations (including but not limited to rats, chinchillas, guinea pigs)

**REPTILES**

All reptiles except the following:

1. non-venomous snakes which reach an adult length not greater than 3 metres (9.84 feet)
2. non-venomous lizards which reach an adult length not greater than 2 metres (6.56 feet)

**BIRDS**

All anseriformes, galliformes, struthioniformes and raptors.

**OTHER**

All other venomous or poisonous insects, amphibians and animals.

All protected or endangered animals being all animals, native or non-native, whose possession or sale is prohibited because they are designated as protected or endangered pursuant to an international, federal or provincial law, regulation, rule or agreement, unless the animal has been obtained in accordance with international, federal or provincial law, as applicable, and if the animal is not identified in this Schedule.