



# LABRADORCITY

## ANIMAL CONTROL REGULATIONS, 2019

Adopted by the Town Council of the Town of Labrador City on the 12<sup>th</sup> day of November, 2019, and to come into effect as of the 13<sup>th</sup> day of November, 2019.

A copy of these Regulations was forwarded to the Minister of Municipal Affairs on the 13<sup>th</sup> day of November, 2019.

DEPUTY  
MAYOR

J. Humphries

TOWN CLERK

Kim Conway

## PUBLISHED BY AUTHORITY

Pursuant to the authority conferred by Section 414 and any other sections found enabling under the Municipalities Act, 1999 SNL 1999 Chapter M-24 as amended, the Town of Labrador City enacts the following regulations in relation to the maintenance and controlling of animals within the municipal boundary of the Town of Labrador City.

Adopted by Council on the 12<sup>th</sup> day of November, 2019 and to come into effect as of the 13<sup>th</sup> day of November, 2019.

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DEPUTY  
MAYOR Jr. Thompson

TOWN CLERK Kim Conway

## 1.0 GENERAL PROVISIONS

### 1.1 General Prohibition – All Animals

#### 1.1.1 A person must not cause any animal:

- (a) to be hitched, tied or fastened to a fixed object:
  - i. where a choke collar forms part of the securing apparatus;
  - ii. where the securing apparatus is less than three (3) metres in length; or,
  - iii. for a period longer than one (1) hour in any six (6) hour period;
- (b) to be confined in an enclosed space, including a vehicle, without adequate ventilation.
- (c) to be transported in a motor vehicle outside the passenger compartment unless the animal is confined or secured in a body harness, or by means of another fastening, in a manner which is adequate to prevent the animal from falling off the vehicle or otherwise injuring itself or causing a hazard to other vehicles.

#### 1.1.2 Every owner of an animal, must ensure that the animal does not:

- (a) kill or injure a person or animal; or

- (b) aggressively pursue or harass a person or **animal** without provocation.

## 1.2 Basic Animal Care Requirements

1.2.1 In addition to the requirements of s1.1, a person must not keep an **animal** unless such **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) food and water receptacles which are kept clean and disinfected, and located so as to avoid contamination by excreta;
- (c) the opportunity for periodic exercise sufficient to maintain good health, including the opportunity to be unfettered from a fixed area and exercised regularly under appropriate control; and
- (d) necessary veterinary medical care when such **animal** exhibits signs of pain or suffering.

## 1.3 Keeping of Outdoor Animals

1.3.1 A person must not keep an **animal** which normally resides outdoors, or which is kept outdoors for extended periods of time, unless such **animal** or bird is provided with an outdoor shelter:

- (a) which ensures protection from heat, cold and dampness that is appropriate to the weight and type of protective outer coat of such **animal**;
- (b) which provides sufficient shade to protect the **animal** from the direct rays of the sun at all times; and
- (c) which is cleaned and sanitized not less than daily, of all excrement.

## 1.4 Basic Maintenance

1.4.1 Every **owner** of an **animal** shall ensure that excreta deposited on the property of the **owner** does not accumulate to such an extent that it is reasonably likely to disturb the enjoyment, comfort or convenience of any person in the vicinity of the property or pose a health risk to others.

- 1.4.2 It shall be the duty of the **owner** of any **animal** to ensure that their **animal** does not become a **nuisance** to persons in the neighborhood by reason of excessive barking, howling or other actions that constitute a **nuisance** to members of the public, in the sole opinion of the **Animal Control Officer**.

## 2.0 HOUSEHOLD PETS

### 2.1 Maximum Number of Household Pets

#### 2.1.1 A person may keep:

- (a) a maximum of five (5) **household pets** in a **single dwelling**, or **double dwelling**; or
- (b) a maximum of three (3) **household pets** in a **row dwelling** or **multiple-family dwelling**;

- 2.1.2 The limits prescribed in subsection 2.1.1 do not include any litter of **puppies** or **kittens**.

### 2.2 Cats

#### 2.2.1 Every **owner** of a **cat** must:

- (a) ensure that such **cat** bears sufficient identification to enable any person finding the **cat** to contact the **owner**;
- (b) where such **cat** is actually or apparently over six (6) months of age, ensure that such **cat** has been spayed or neutered, as applicable, by a veterinarian; or,
- (c) ensure that where such **cat** is not spayed or neutered, such **cat** is not permitted to be **running at large**.

- 2.2.2 The identification required under clause (a) of subsection 2.2.1 may take the form of, but is not limited to, a collar and tag, tattoo, or microchip implant.

### 2.3 Dogs

#### 2.3.1 General Prohibition

- 2.3.1.1 A person in a **single dwelling** or a **double dwelling** must not permit more than three (3) **dogs** to be kept in such dwelling at any time.
- 2.3.1.2 A person in a **row dwelling** or unit within a **multiple-family dwelling** must not permit more than two (2) **dogs** to be kept in such unit at any time.
- 2.3.1.3 The provisions of subsections 2.3.1.1 and 2.3.1.2, do not apply to the housing and training of **assistance dogs**.
- 2.3.2 Owner Obligations - Leashing
  - 2.3.2.1 Except as provided for in subsections 2.3.5 and 2.3.6, every **owner** of a **dog**:
    - (a) must keep such **dog** on a **leash** at all times while on any street or in any public place; and
    - (b) may not permit their **dog** to **run at large**.
- 2.3.3 Owner Obligations – Maintenance
  - 2.3.3.1 Every **owner** of a **dog** must ensure that any excrement deposited on any **parcel**, other than the **parcel** of the **owner**, is cleaned up immediately.
  - 2.3.3.2 The provisions of subsection 2.3.3.1 apply to an **owner** regardless of whether or not the **dog** is under such **owner's** care and control at the time of a breach of the provisions of that section.
  - 2.3.3.3 The provisions of subsections 2.3.3.1 and 2.3.3.2 do not apply to the **owner** of an **assistance dog**.
- 2.3.4 Owner Obligations – Confinement
  - 2.3.4.1 Subject to the limitations of subsection 1.1.1, every **owner** of a **dog** must ensure that such **dog**, while on the premises **owned** or controlled by the **owner**, is securely confined to the premises.
  - 2.3.4.2 Every **owner** of a **dangerous dog** must:

- (a) ensure that such **dangerous dog** is not allowed on any street or in any public place, or any other place that is not **owned** or controlled by that person, unless such **dangerous dog** is:
  - (i) on a **leash** not longer than 1.2 metres; and
  - (ii) **muzzled**; and
  - (iii) under the care and control of an **owner** who is nineteen (19) years of age or older; and
- (b) subject to the limitations of subsection 1.1.1, keep such **dangerous dog** securely confined at all times, either indoors or in an **enclosure**, while the **dangerous dog** is on the premises owned or controlled by such person.

#### 2.3.5 Designated Dog Off-Leash Areas

2.3.5.1 An **owner** may allow their **dog** to be off-leash in a **designated dog off-leash area** providing the **owner**:

- (a) carries a **leash**;
- (b) keeps the **dog** in view at all times; and
- (c) maintains effective control of the **dog** so that the **dog** immediately returns when signalled.
- (d) obeys all rules, public notices and codes of conduct that may be posted by the **Town** that govern the use of a **designated off-leash area**.

2.3.5.2 As exceptions to subsection 2.3.5.1:

- (a) No owner may have more than three (3) **dogs** off-leash at any one time
- (b) No **owner** may permit a **dangerous dog** to be off-leash in a **designated dog off-leash area**.

2.3.5.3 Every **owner** of a **dog** must immediately **leash** a **dog** when the **dog** exhibits **aggressive behaviour**.

#### 2.3.6 Exemption

2.3.6.1 The provisions under subsection 2.3.2.1 and subsection 2.3.5.3 do not apply to an **owner** of a **dog** that is conducting wildlife control duties in accordance with a valid contract with the **Town** or a **dog** being utilized by law enforcement officers for duties or training related to law enforcement.

### 2.4 Rabbits

#### 2.4.1 General Requirements

2.4.1.1 Every person keeping **rabbits** in a **one-family dwelling**, a **two-family dwelling** or a **multiple-family dwelling** must ensure that:

- (a) such **rabbits** do not create a **nuisance**; and
- (b) all lands and premises where such **rabbits** are kept, are maintained in a sanitary condition at all times, and that excrement is not permitted to accumulate and cause, in the opinion of the **Animal Control Officer**, an objectionable odour or **nuisance**.

2.4.1.2 A person may keep a maximum of two (2) **rabbits** in a **one-family dwelling**, **two-family dwelling**, or a **multiple-family dwelling**.

### 2.5 Birds

#### 2.5.1 General Provisions – All Birds

2.5.1.1 A person must not build, construct, reconstruct or maintain an **aviary** until the design and location of such **aviary** has been approved by the **Town** with respect to building permit requirements for an accessory structure.

2.5.1.2 A person must not feed non-domestic birds in such a manner as to constitute a **nuisance** or disturb or interfere with the quiet, peace, or enjoyment of another person's property.

## 3.0 POULTRY

### 3.1 General Provisions

3.1.1 A person must not keep poultry:

- (a) on a **parcel** with an area of less than six hundred (600) square metres; or
- (b) in, upon, or under any structure used for human habitation; or

3.1.2 A person may keep a maximum of 1 **poultry** animal per two hundred (200) square meters of total **parcel** area.

3.1.3 Every person keeping **poultry** must ensure that:

- (a) such **poultry** does not create a **nuisance**; and
- (b) all lands and premises where such **poultry** is kept, are maintained in a sanitary condition at all times, and that excrement is not permitted to accumulate and cause, in the opinion of the **Animal Control Officer**, an objectionable odour or nuisance.

## 4.0 WILD ANIMALS

### 4.1 General Prohibition

- 4.1.1 A person must not keep any **wild animal** in captivity on a **parcel** unless, in the opinion of the **Animal Control Officer**, adequate provision is made to ensure that such **wild animal** is securely contained on such **parcel** and poses no risk to public safety.
- 4.1.2 A person must not keep any wild animal in captivity on a **parcel** within the **Municipal Boundary**.

## 5.0 DOMESTIC FARM ANIMALS

### 5.1 General Requirements

- 5.1.1 Every person keeping a **domestic farm animal** must ensure that:
  - (a) flies and other insects are kept under control by good manure management and by the use of approved insecticides in accordance with the *Pesticide Control Regulations, 2012*;
  - (b) both the inside and outside of any building, pen, stable, shed or structure housing a **domestic farm animal** is kept clean;



- (c) manure does not accumulate on any **parcel** except in a properly contained manner so that that runoff to public watercourses or onto adjacent properties does not occur;
- (d) any manure resulting from the keeping of **domestic farm animals**, that has not been suitably treated by dehydration or composting to stabilize the organic matter, must be incorporated into the soil within eight (8) hours; and
- (e) any person allowing a **domestic farm animal** access to an outdoor area must ensure that dust caused by such **domestic farm animal** is minimized.

## 5.2 General Prohibition

- 5.2.1 A person must not keep a **domestic farm animal** in a **one-family dwelling, two-family dwelling, or a multiple-family dwelling**.
- 5.2.2 A person must not keep a **domestic farm animal**:
  - (a) on a **parcel** with an area of less than 2,000 square metres; or
  - (b) on a **parcel** where the ratio of **domestic farm animals** to **parcel** area exceeds one (1) **domestic farm animal** for each 2,000 square metres; or
  - (c) on a **parcel** located within the **Municipal Boundary**.

## 6.0 FURBEARING ANIMALS

### 6.1 General Prohibition

- 6.1.1 A person must not keep a **furbearing animal** in a **one-family dwelling, two-family dwelling, or a multiple-family dwelling**.

## 7.0 ANIMAL SHELTER

### 7.1 Establishment of Animal Shelter

- 7.1.1 The **Council** may establish or enter into an agreement with a third party to operate an **animal shelter**.

## 8.0 POWERS OF ENFORCEMENT AUTHORITY AND COMPLIANCE

## 8.1 Authority of Animal Control Officer – Dogs

8.1.1 An **Animal Control Officer** may seize and **impound** any **dog** found **running at large**, for up to three (3) days, unless such **dog** is reclaimed within that time.

8.1.2 If an **impounded dog** is not reclaimed within three (3) days of impoundment, such **dog** may be disposed of by an **Animal Control Officer**, and in a manner at the sole discretion of the **Animal Control Officer**, sell, give away, place for adoption, or destroy.

## 8.2 Authority of Animal Control Officer – Dangerous Dogs

8.2.1 Any **dangerous dog running at large**:

- (a) may be seized and **impounded** by an **Animal Control Officer**;
- (b) must, upon request, be immediately delivered to the **animal shelter** or to an **Animal Control Officer**, by the **owner**; and
- (c) may be kept quarantined at the **animal shelter** for a period of fourteen (14) days at the **owner's** expense, including the **maintenance & impound fees**.

8.2.2 An **Animal Control Officer** may seize and **impound** a **dog** if the officer believes, on reasonable grounds, that the **dog** is a **dangerous dog**.

8.2.3 An **Animal Control Officer** may apply to the Provincial Court for an order that a dog, that the officer has reasonable ground to believe is a **dangerous dog**, be **impounded** and destroyed in the manner specified in the order.

8.2.4 An **Animal Control Officer** may enter a place to **impound** a **dangerous dog**:

- (a) with the consent of the owner, or
- (b) in accordance with an order issued under subsections 8.2.3 or 8.2.5.

8.2.5 A justice who is satisfied by evidence given under oath or affirmation that there are reasonable grounds to believe that there is in a place a **dog** that:

- (a) has killed or seriously injured a person,
- (b) is likely to kill or seriously injure a person, or
- (c) has killed or seriously injured a **companion animal** or **domestic animal**, may issue a warrant authorizing an **Animal Control Officer** to enter and search the place and to seize the **dog**.

8.2.6 For the purposes of subsection 8.2.5, an **Animal Control Officer** who is not a **police officer** or special provincial constable appointed under the *Royal Newfoundland Constabulary Act, 1992* must be accompanied by a **police officer**.

8.2.7 Upon request by an **Animal Control Officer**, the **owner** of a **dog** or **dangerous dog** which is in contravention of any provision of this regulation must stop and provide to the **Animal Control Officer** photo identification showing his or her full name and current address.

### 8.3 Animals in Custody

8.3.1 A person must not release or attempt to release any **animal** lawfully held in the custody of an **Animal Control Officer**.

### 8.4 Reclaiming an Impounded Dog

8.4.1 The **owner** of any **dog impounded** under this Part, may reclaim such **dog** on application to an **Animal Control Officer**, by:

- (a) providing proof of ownership and **licence** of the dog; and,
- (b) paying in full, the applicable **impoundment fees** and **maintenance fees** in the amount set from time to time by the **Council**.

8.4.2 Where the **owner** of an **impounded dog** is known, such **owner** must pay the **maintenance fees** in the amount set from time to time by the **Council**, even if the **owner** fails or neglects to reclaim the **impounded dog**.

8.4.3 The charging of **impoundment fees** under clause (b) of subsection 8.4.1 in no way affects, derogates from or takes away from the ability to exercise the authority provided in subsection 8.2.5 to apply for an order that a **dog** be destroyed.

### 8.5 Authority of Animal Control Officer – General

- 8.5.1 The **Animal Control Officer** may seize and **impound** an **animal** that is found **running at large** or kept contrary to these regulations;
- 8.5.2 An **Animal Control Officer** may seize and impound any **domestic farm animal** or **poultry** found **running at large**.
- 8.5.3 An **Animal Control Officer** may sell any **animal impounded** under this Part, which have not been reclaimed, and after deducting the **impoundment fees** and **maintenance fees** accruing in respect of such **animal**, and if applicable, the cost of advertising the sale, must retain any surplus within 30 days.
- 8.5.4 Where the **owner** of any **impounded animal** is known, the **Town** must pay any surplus funds of sale to such **owner**.
- 8.5.5 Where, after 3 months from the date of the sale, such **owner** is unknown, any surplus funds of sale not claimed during that time are forfeited to the **Town**.
- 8.5.6 An **Animal Control Officer** may make provisions to destroy any **animal** found at large within the **Town** if such **animal** is, in the opinion of the **Animal Control Officer**, so diseased, injured, vicious or in such condition that it ought to be destroyed.
- 8.5.7 Where an injured animal is seized and **impounded** and is treated by a veterinarian, the **Town** shall, in addition to any **impound fees**, be entitled to charge the **Owner** the cost of the treatment. The cost of such treatment shall be recoverable from the Owner before the animal is released to the **Owner**. In the event that the **Owner** does not claim the animal, the amount payable to the **Council** may be recovered from the **Owner** as a civil debt and shall attach to the property as a secured claim.

## 8.6 Reclaiming of Other Animals

- 8.6.1 Any **impounded animal** other than a **dog**, a cat or **poultry**, may be reclaimed by the **owner** prior to the date of the advertised sale, upon proof of ownership, and payment to an **Animal Control Officer**, of the applicable **impoundment fees** and **maintenance fees**.
- 8.6.2 Any **impounded poultry** may be reclaimed by the **owner** prior to the date of disposal of such **poultry**, upon proof of ownership, and payment to an **Animal Control Officer**, of the applicable **impoundment fees** and **maintenance fees**.

### 8.7 Authority of the General Public

- 8.7.1 Any animal which is not under the control of its **Owner** and is found damaging or destroying private property, or fouling any public or private property with excrement or being a **nuisance** due to roaming on private property may be seized by the property **owner**, its agent or person injuriously affected and held for collection until the **Animal Control Officer** arrives.

## 9.0 DISPOSAL OF DECEASED ANIMALS

### 9.1 Owner Obligations - Deceased Animals

#### 9.1.1 **Owners** of a deceased **animal** shall:

- (a) promptly dispose of the carcass by burial on a **parcel** of the same **owner**; or
- (b) a deceased **animal** may be disposed of at the Labrador West Regional Landfill.

- 9.1.2 **Owners** of a deceased **domestic farm animal** shall dispose of the carcass in a manner compliant with the *Animal Health and Protection Act*; or other applicable provincial statute(s) regulating the same.

### 9.2 Authority of Animal Control Officer – Deceased Animals

- 9.2.1 An **Animal Control Officer** may dispose of any deceased **animal** found within the **Municipal Boundary**.

- 9.2.2 An **Animal Control Officer** may take reasonable steps to find the **owner** of a deceased **animal**.

## 10.0 INTERPRETATION

- 10.1 For the purpose of these regulations, unless the context otherwise requires:

<b>ACT</b>	means the <i>Municipalities Act, 1999</i> .
<b>AGGRESSIVE BEHAVIOUR</b>	means snarling, growling or pursuing another <b>animal</b> or a person.
<b>ANIMAL</b>	means: <ul style="list-style-type: none"><li>(a) <b>furbearing animal</b>;</li><li>(b) <b>household pet</b>;</li></ul>

	<p>(c) <b>poultry</b>; and</p> <p>(d) <b>wild animal</b></p> <p>and includes <b>companion animal</b> and <b>domestic animal</b>.</p>
<b>ANIMAL CONTROL OFFICER</b>	Means an employee of the Town appointed to the job position or title of Municipal Enforcement Officer or acting in another capacity on behalf of the Town for the purpose of the enforcement of one or more of the Town regulations; or, an officer of the Royal Newfoundland Constabulary.
<b>ANIMAL SHELTER</b>	means any facility designated by <b>Council</b> for <b>impounding</b> an <b>animal</b> .
<b>ASSISTANCE DOG</b>	means a <b>dog</b> specifically trained to assist a person with physical or sensory disabilities in the performance of daily activities.
<b>AVIARY</b>	Means a building, cage or structure for the breeding or keeping of birds, including <b>poultry</b> .
<b>CHOKE COLLAR</b>	Means a slip collar or chain that may constrict around the neck of an <b>animal</b> as a result of pulling on one end of the collar or chain.
<b>COMPANION ANIMAL</b>	means an <b>animal</b> kept as a pet or as a guide animal.
<b>COUNCIL</b>	means the current Council of the <b>Town</b> .
<b>DANGEROUS DOG</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any <b>dog</b> that has killed or injured: <ul style="list-style-type: none"> <li>(i) a person, or</li> <li>(ii) a <b>companion animal</b> or <b>domestic animal</b> while <b>running at large</b>; or</li> </ul> </li> <li>(b) any <b>dog</b> that an <b>Animal Control Officer</b> has reasonable grounds to believe is likely to kill or seriously injure a person;</li> <li>(c) any <b>dog</b> that aggressively harasses or pursues a person or <b>companion animal</b> or <b>domestic farm animal</b> while <b>running at large</b>; or</li> <li>(d) any <b>dog</b> owned primarily or in part, for the purpose of dog fighting or that is trained for dog fighting;</li> <li>(e) any <b>dog</b> that according to the records of the SPCA, RNC or other municipality, or to the knowledge of the <b>owner</b>, has killed, injured, or aggressively harassed or pursued a person or <b>animal</b>.</li> </ul>
<b>DESIGNATED OFF-LEASH AREA</b>	means an area posted by sign, which defines the geographic area and/or time period that <b>dogs</b> can be off-leash.

DOG	means any member of the canine species which is six (6) or more months of age.
DOMESTIC ANIMAL	means an animal that is tame or kept, or that has been or is being sufficiently tamed or kept, to serve some purpose for the use of people.
DOMESTIC FARM ANIMAL	means a horse, mule, donkey, emu, hinny, llama, ostrich, pot belly pig, swine, sheep, goat or cow, or other <b>animal</b> of the bovine species, but excludes a <b>household pet</b> .
DOUBLE DWELLING	means one building containing two dwelling units, placed one above the other, side by side, or joined by a carport with separate lot areas dedicated to each unit, but does not include a single dwelling containing a subsidiary or basement apartment.
FURBEARING ANIMAL	means any fox, beaver, marten, mink, muskrat, otter, racoon, skunk, chinchilla, fisher, or other like <b>animal</b> , other than a <b>household pet</b> .
HOUSEHOLD PET	means a domesticated <b>animal</b> normally kept in: <ul style="list-style-type: none"> <li>(a) in a <b>single dwelling</b>, a <b>double dwelling</b>, <b>row dwelling</b> or <b>multiple-family dwelling</b>; and,</li> <li>(b) for pleasure rather than utility.</li> </ul>
IMPOUND/IMPOUNDED	means seized, delivered, received or taken into an <b>animal shelter</b> , or into the custody of the <b>Animal Control Officer</b> .
IMPOUND/IMPOUNDMENT FEES	means the fees as set from time to time by in Schedule A of the Town of Labrador City Municipal Fees, which are charged for an <b>animal</b> or bird that has been <b>impounded</b> .
KITTEN	means a member of the feline species which is less than six (6) months of age.
LEASH	means a device, or use of a device, of leather, metal, nylon or other similar strong material no more than three (3) meters in length and of sufficient strength and design to restrain the size and strength of <b>dog</b> or <b>dangerous dog</b> for which it will be (or is being) used. One end is securely affixed to a collar or harness which is securely attached to the <b>dog</b> or <b>dangerous dog</b> with the other end held by a person capable of controlling the <b>dog</b> or <b>dangerous dog</b> at all times.

LICENSE (DOG)	means a tag issued by the <b>Town</b> for the life of the <b>dog</b> or <b>dangerous dog</b> , on which is stamped the licence number for the <b>dog</b> or <b>dangerous dog</b> .
MAINTENANCE FEES	means the fees as set from time to time in Schedule A of the Town of Labrador City Municipal Fees, which are charged for each day that an <b>animal</b> or bird is <b>impounded</b> , commencing the day of impoundment.
MULTIPLE-FAMILY DWELLING	means a building containing four (4) or more separate dwelling units each having an independent entrance either directly from outside the building or through a common vestibule, but does not include a single dwelling, a row dwelling, or a residential dwelling with a subsidiary apartment.
MUNICIPAL BOUNDARY	means the area in which the <b>Council</b> can exercise its powers given to it under the <b>Act</b> .
MUZZLE	means a humane fastening or covering device of adequate strength placed over the mouth of an <b>animal</b> to prevent it from biting.
NUISANCE	means any obnoxious substance, animal waste or unsanitary matter or noise caused by any <b>animal</b> that has an unpleasant effect on the senses; includes actions by an <b>animal</b> that causes damage to any lawn, garden or flower bed and flower, shrub, plant or property.
OWN/OWNED	includes possessor, harbourer, or keeper, and "owned" includes possessed harboured, or kept.
OWNER	means a natural person or body corporate who has legal title to an <b>animal</b> , and includes any person who has custody of an <b>animal</b> , either temporarily or permanently, or harbours an <b>animal</b> , or allows an <b>animal</b> to remain on his or her premises.
PARCEL	means a plot of land, lot, block, or other area in which land is held or into which land is legally subdivided.
POULTRY	means a chicken, rooster, turkey, goose, duck, fowl, or other bird normally kept for human consumption.
PUPPY	means a member of the canine species which is less than six (6) months of age.
RABBIT	any of various long-eared, short-tailed, burrowing mammals of the family Leporidae.



ROW DWELLING	means three or more dwelling units at ground level in one building, each unit separated vertically from the others.
RUN/RUNNING AT LARGE	means any one of the following: <ul style="list-style-type: none"> <li>(a) for a <b>cat</b> or <b>dog</b>, being elsewhere than confined on the premises of the <b>owner</b>, while not on a <b>leash</b> and not in the immediate and effective control of an <b>owner</b>;</li> <li>(b) for a <b>cat</b> or <b>dog</b>, being on any property without the consent of the owner or occupier of that property;</li> <li>(c) for a <b>dog</b>, being in a <b>designated dog off-leash area</b>, where permitted, but not under the immediate and effective control of an <b>owner</b>; or</li> <li>(d) for a <b>dangerous dog</b>, means any <b>dangerous dog</b> which is not confined or controlled in compliance with the requirements of subsection 2.3.4.2.</li> </ul>
SINGLE DWELLING	means one (1) building containing a single dwelling unit for the use of one household, placed on its own lot, and can include a subsidiary apartment.
TOWN	means the Town of Labrador City as defined by Order-in-Council dated the 27 <sup>th</sup> day of June, 1961, and any amendments thereto, according to the <b>Act</b> .

## 11.0 OFFENCE AND PENALTY

11.1 Non-compliance or contravention of any of the provisions identified in these regulations shall result in liability for the penalties and fees as set from time to time in Schedule A of the Town of Labrador City Municipal Fees; and

11.2 Pursuant to the *Town of Labrador City Violation Notice Regulations*:

11.2.1 The **Town** may issue a violation notice with respect to failure to comply with a provision of these regulations; and,

11.2.2 Where a violation notice has been issued by the **Town**, a person shall be liable for penalties pursuant to the *Town of Labrador City Violation Notice Regulations*.

11.3 Pursuant to s.419(1) of the **Act**:

11.3.1 a person whom contravenes these regulations commits an offence; and,

11.3.2 Pursuant to s.419(2) of the **Act**, each day upon which the same offence is committed or continued is a separate offence.

**11.4** Each person who commits an offence under these regulations or who acts in contravention of or fails to comply with any provision thereof, or neglects or refuses to do so shall be liable on summary conviction to a fine pursuant to s.420(1) of the **Act**.

**11.5** The conviction of a person for failing to comply with a requirement or obligation referred to in s11.4 shall not operate as a bar to further prosecution under these regulations for the continued failure on the part of the person in comply.

## **12.0 REPEAL**

**12.1** All previous Animal Control Regulations or Amendments thereto for the Town of Labrador City are hereby rescinded.

## **13.0 SEVERABILITY & CITATION**

**13.1** If any part, section, subsection, clause, or sub-clause of this regulation is, for any reason, held to be invalid by the decision of a Court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this regulation.

**13.2** This regulation is cited as "**Animal Control Regulations, 2019**".