



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 2 - 2026

To amend Business Licensing By-law 184-2023, as amended.

WHEREAS By-law 184-2023, provides for a system for licensing Stationary Businesses;

AND WHEREAS Resolution C003-2026-2026 (CW017-2026) passed by Council on January 21, 2026 to approve the licensing of Wildlife Removal Businesses and Housekeeping Amendments to Business Licensing By-law 184-2023;

AND WHEREAS Subsection 11(3) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 9, Animals, and in paragraph 11, Business Licensing;

NOW THEREFORE the Council of The Corporation of the City of Brampton ENACTS as follows:

1. That Business Licensing By-law 184-2023, as amended is hereby further amended by adding Schedule 28 – Wildlife Removal, attached as Schedule “1” to this By-law.
2. That Business Licensing By-law 184-2023, as amended, is further amended by adding and inserting Schedule 28 licensing fee and expiry date after Schedule 27 and before Schedule 29 to Appendix A, Fee Schedule, relating to Wildlife Removal, as follows:

Schedule #	Type of Licence	Licence Fee	Expiry Date
28	Wildlife Removal	\$239.00	May 31

3. That Business Licensing By-law 184-2023, as amended, is hereby further amended by adding Schedule 29 - Doggie Daycares, attached as Schedule “2” to this By-law.
4. That Business Licensing By-law 184-2023, as amended, is hereby further amended by adding and inserting Schedule 29 licensing fee and expiry date after Schedule 28 to Appendix A, Fee Schedule, relating to Doggie Daycare Businesses, as follows:

Schedule #	Type of Licence	Licence Fee	Expiry Date
29	Doggie Daycare	\$239.00	May 31

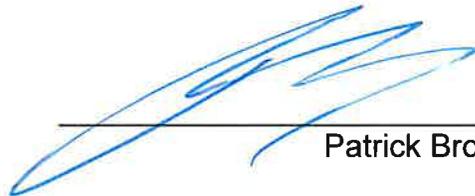
5. That Schedule 1 of Business Licensing By-law 184-2023, as amended, is deleted and replaced by Schedule "3", attached hereto this by-law;
6. That Schedule 3 of Business Licensing By-law 184-2023, as amended, is deleted and replaced by Schedule "4", attached hereto this by-law;
7. That Schedule 6 of Business Licensing By-law 184-2023, as amended, is deleted and replaced by Schedule "5", attached hereto this by-law;
8. That Schedule 10 of Business Licensing By-law 184-2023, as amended, is deleted and replaced by Schedule "6", attached hereto this by-law;
9. That Schedule 17, Appendix 1 of Business Licensing By-law 184-2023, as amended, is deleted and replaced by Schedule "7", attached hereto this by-law;
10. The Schedule 20 of Business Licensing By-law 184-2023, as amended, is deleted and replaced by Schedule "9", attached hereto this by-law;
11. That Part VI section 11 of Business Licensing By-law 184-2023, as amended, be further amended by adding and inserting after (f) the following:

"(g) A letter of approval issued by Animal Services indicating an inspection has been completed and all compliances have been met."

ENACTED and PASSED this 21st day of January 2026.

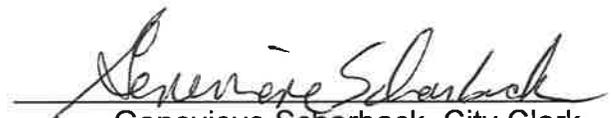
Approved by Legal Services:

Approved as to form. 2026/01/07 Colleen Grant
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Patrick Brown, Mayor

Approved by the Division Head/Director:

Approved as to content. 2026/01/07 Laurie Robinson
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Genevieve Scharback, City Clerk

(Report #2026-005)

## SCHEDULE 28 TO THE STATIONARY BUSINESS LICENSING BY-LAW RELATING TO

### WILDLIFE REMOVAL BUSINESS

1. In this Schedule:

"Wildlife" means an animal that belongs to a species that is wild by nature of that particular region and includes human introduced game wildlife and specially protected wildlife;

"Wildlife Removal Business" means a business which removes Wildlife from areas that are not in their normal or usual habitat or causing a nuisance;

"Wildlife Removal Business Owner" means a Person who alone or with others Owns and/or has the ultimate control over and/or who directs the operation of the business, activity or undertaking carried out by a Wildlife Removal Company;

2. Every application for a *Wildlife Removal Business Licence* shall include:

(a) Proof, to the satisfaction of the Licence Issuer, that all workers and employees are protected under the provisions of the *Workplace Safety and Insurance Act 1997*, S.O. 1997, c.16, as amended.

(b) A photograph of the *Applicant* taken within thirty (30) days prior to the *Licence* application, such that the photograph is a clear likeness of the *Applicant*, and where the *Applicant* is a:

i. *Sole Proprietorship*, such photograph shall be of the sole proprietor;

ii. *Partnership*, such photograph shall be taken of at least one of the partners;

iii. *Corporation*, such photograph shall be taken of at least one of the directors or officers of the *Corporation*;

(c) A complete Police Criminal Records Check issued by an *Ontario Police Service*, dated not more than ninety (90) days prior to the date application for the *Applicant*, and each employee of the *Applicant*; and

(d) A map indicating service area.

3. Every Licensee under this Schedule shall register each vehicle used in the business by filing a list indicating for each vehicle, the make, model, year and the provincial vehicle plate number. In case of change of the information pertaining to the vehicles used in the business, such changes should be submitted to the *Licence Issuer* in a form satisfactory to the *Licence Issuer*.

4. Every Licensee of a Wildlife Removal Business shall:

a. ensure all vehicles actively used in connection with the business are equipped with working and adequate temperature control measures and ventilation to prevent distress to *Wildlife* being contained therein.

b. ensure that all vehicles actively used in connection with the business are equipped with adequate measures to contain and segregate *Wildlife* from coming into contact with any other animal or human occupant of the vehicle.

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- c. ensure that all animals contained in a vehicle used in connection with the business are contained within a primary enclosure within the vehicle.
  - d. ensure that its employees wear identification or an article of clothing which identifies them as an employee of the company when responding to a call for service.
  - e. include its corresponding *City Business Licence* number on all of its outdoor *Signs* or other advertising or promotional device used in the *City* and shall comply with the *City's Sign By-law*, as amended or its successor by-law.
  - f. at the time of initial application and upon every renewal, provide a detailed log for the preceding year, in accordance with section 8, satisfactory to the *Licence Issuer*.
  - g. at the time of initial application, upon request by the *City*, or if any changes are made to the policies and procedures referred to hereafter, submit copies of all policies and procedures pertaining to the trapping, care, transfer, euthanasia and release of *Wildlife*, to the satisfaction of the *Licence Issuer*, including the following:
    - i. euthanasia, including methods, circumstances, and disposal;
    - ii. disposal of carcasses;
    - iii. cleaning and disinfection of vehicles and traps, including specific details regarding products, frequency and biohazard protocols;
    - iv. personal protective equipment requirements for staff;
    - v. bite and injury protocol for staff and the public.
  - h. provide, at the time of initial application, upon every renewal, and at any time as requested by the *City* a list of all staff employed by the company.
  - i. ensure that all traps and nest boxes are checked at minimum every eight (8) hours and any captured *Wildlife* is released within one (1) hour of discovery.
  - j. comply with all current applicable municipal, provincial and federal laws and regulations.
5. When a *Wildlife Removal Business* has been made aware of or has witnessed any bites or injuries caused to a *Person* by *Wildlife* that results in breakage of skin, such information must be reported by the *Wildlife Removal Business* to local public health unit and Brampton Animal Services within 24 hours.
6. When a *Wildlife Removal Business* has been made aware of or has witnessed any bites or injuries caused to a domestic animal by *Wildlife*, such information must be reported to Brampton Animal Services within 24 hours.
7. Prior to accepting any payment from a *Customer* or commencing any work for a *Customer*, a *Wildlife Removal Business* shall provide a written contract to said *Customer*, specifying the work to be performed and the schedule of payment and such contract shall be signed by the *Wildlife Removal Business* and presented to the *Customer* for acceptance and signature.
8. Prior to providing a written contract pursuant to section 7, a *Wildlife Removal Business* shall inform the *Customer* in writing of all local by-laws that affect or may affect the proposed *Services* and shall also inform the *Customer* in writing of any permits required by the *City*. For greater clarity, this information shall be provided in a communication separate and apart from the contract.
9. *Wildlife Removal Business Owners* must maintain logs pertaining to each *Wildlife* capture and/or removal for a minimum of one (1) year, including:

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- a. the location of the capture and/or removal;
  - b. date of capture/removal;
  - c. common name of the *Wildlife* captured and/or removed;
  - d. gender and age class of *Wildlife*;
  - e. bands or tags on *Wildlife*;
  - f. description of all nests, dams, dens, or other structures destroyed or removed;
  - g. if the capture or removal was live or deceased;
  - h. location of release, if applicable;
  - i. date and method of euthanasia, if applicable; and
  - j. transfer information to authorized *Wildlife* rehabilitator (date, location).
10. No Licensee shall:
- a. release an animal more than one (1) kilometer away from the capture location.
  - b. release an animal to any other *Person* other than a Province of Ontario authorized *Wildlife* rehabilitator
  - c. use or permit the use of body-gripping traps, leg-hold traps, or any other traps prohibited under the [\*Fish and Wildlife Conservation Act, 1997\*](#) for the purpose of trapping *Wildlife*.
    - i. Notwithstanding subsection 9(c), it does not apply to individuals licensed to use such devices under the [\*Fish and Wildlife Conservation Act, 1997\*](#).
  - d. use or permit the use of glue board traps.
    - i. Notwithstanding subsection 9(d), it does not apply if the intent is to use glue board traps to capture insects or vermin.
  - e. permit an animal to be in distress while in a trap or otherwise contained.
  - f. use or permit the use of noxious or poisonous chemicals or substances to subdue or aid in the removal of *Wildlife*.
11. This Schedule does not apply to companies only carrying out insect eradication.

**SCHEDULE 29 TO THE STATIONARY BUSINESS LICENSING BY-LAW  
RELATING TO  
DOGGIE DAYCARES**

1. In this Schedule:

"Boarding" means the taking of custody of an animal for the keeping, accommodation, care, training, feeding, grooming, and may include for a fee, reward, or compensation at a property other than the animal(s) place of residence;

"Cat" means any member of the species *felis catus* or *felis*

*domesticus*; "Dog" means any member of the species *canis familiaris*;

"Doggie Daycare" means a facility where dog(s) are boarded during which the dog(s) are socialized with other dog(s) in an open (meaning without barriers), controlled and secure setting and typically the dog(s) are not kept in individual kennels and runs. The dogs boarded in a doggie daycare are typically boarded for short periods of time and during the majority of the dog's stay the dogs are socializing and playing with other dog(s), but does not include,

- i. a kennel as defined in the Business Licensing By-law, or
- ii. a location where three (3) or less dog(s) are kept.

"Domestic Animal" means a Dog, Cat or other pet generally understood to be domesticated and typically kept indoors at a residential dwelling;

"Dwelling Unit" means one or more habitable rooms designed or capable of being used together in a single and separate housekeeping unit, containing its own kitchen and sanitary facilities, with a private entrance from outside of the unit itself.

"Veterinarian" means a person registered to practice veterinary science under the Veterinarians Act, R.S.O. 1990,c.V.3.

2. No Person or Individual shall operate a Doggie Daycare unless the Person or Individual obtains a licence.

3. This Schedule does not apply to:

- (a) an animal shelter operated by the City, or a public authority;
- (b) a publicly funded institute;
- (c) an animal shelter operated by a branch or affiliate of the Ontario Society for the Prevention of Cruelty to Animals;
- (d) a veterinary hospital, clinic, office or veterinary service lawfully operated and supervised by a veterinarian licensed to practice in Ontario;
- (e) a facility in which animals are placed for care pursuant to the *Pounds Act*;
- (f) a facility registered as a research facility in accordance with the *Animals for Research Act*.

4. No Person or Individual operating a Doggie Daycare shall Board, breed, keep any animal(s) prohibited by law, or the Animal Services

By-law.

5. Every Licensee under this Schedule shall at all times:
  - (a) maintain and make readily available to personnel at all times written animal care procedures dealing with, amongst other matters, methods of handling animals, sickness, injury or death and contact information for a veterinarian;
  - (b) take all reasonable and humane steps to prevent nuisance caused by undue noise; and
  - (c) ensure that the dog(s) are not barking and creating noise to disturb the neighbouring property owners;
  - (d) ensure the excrement and other waste resulting from the keeping of dog(s) shall be removed from the premises as necessary and in accordance with any applicable by-laws or regulations and in a manner that avoids any offensive odors from emanating to surrounding properties, and is disposed of in a manner that will not create a public nuisance or health hazard;
  - (e) ensure that the premise is sanitary, well-ventilated and free of offensive odours;
  - (f) ensure that before any animal is taken into any kennel or doggie day care, that each animal is current in its vaccinations against rabies and that every animal be inspected for distemper or other contagious or infectious disease; and
  - (g) ensure all dog(s) boarded at a doggie daycare shall be individually licensed with a current licence (dog tag) from the municipality in which the dog resides and wear the dog tag at all times, as well as the premise and operator shall be licensed under this by-law.
  
6. Every Licensee under this Schedule shall at all times:
  - (a) maintain and make readily available to Animal Control Officers written animal care procedures dealing with, amongst other matters, methods of handling animals, sickness, injury or death and contact information for a veterinarian;
  - (b) ensure that any animal suffering from any disease, ailment or injury shall be given care and attention from a veterinarian within 24 hours of the onset of symptoms and that the animal is kept in a quarantine area, separate from all other animals, until a veterinarian certifies that the animal is in good health;
  - (c) provide each species of animal with adequate food specific to the animals' needs;
  - (d) ensure that every animal has access to clean water at all times;
  - (e) keep bulk food supplies in pest proof containers;
  - (f) keep animal(s) in a clean, healthy conditions, free of vermin and disease;
  - (g) provide adequate light specific to the needs of each species of animal;
  - (h) provide animals with the opportunity to exercise; and
  - (i) ensure animals have access to shelter if and when required.

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7. Every Licensee under this Schedule shall at all times:
  - (a) ensure that every cage or other container used for the purpose of keeping or housing of any animal,
    - (i) is of adequate size to permit the animal to stand normally to its full height, to extend its legs and body to their full natural extent, to turn around, and lie down in a fully extended position;
    - (ii) if equipped, with receptacles for food water the receptacles shall be mounted or situated so that they cannot be easily overturned or contaminated;
    - (iii) is in good working condition and is not dangerous to the animal's health or well-being;
    - (iv) is maintained in a clean and sanitary condition at all times with all excrement, refuse and other objectionable material;
    - (v) is maintained with suitable and clean bedding which shall be sanitary and changed regularly;
    - (vi) is maintained in a sanitary well-ventilated clean condition and free from offensive odours;
    - (vii) is maintained with proper air circulation to prevent the spread of contaminants, viruses, bacteria and molds; and
    - (viii) is maintained at a temperature for an indoor facility which is at a healthful and comfortable temperature depending on the age and species of animal.
8. Notwithstanding the rules set out in this by-law no Licensee shall board more than one animal in a single enclosure without prior consent from the animal owner, with the exception of doggie day cares and nursing animals.
9. Every Licensee under the Schedule shall record:
  - (a) the names and addresses of the owners of all the animals boarded at the doggie day care;
  - (b) emergency contact number for the owners of the animals;
  - (c) the name, breed, description, health, dog Licence number, vaccination information and microchip number if available; and
  - (d) the dates of arrival and departure of all animals.
10. Every Licensee shall retain the records for a period of (12) months, following the end of the term of the Licence; and
  - (a) shall ensure the records are available for inspection by the City during business hours.
11. Every Licensee under this Schedule shall at all times:
  - (a) permit only persons to operate or manage a doggie day care who are skilled and conscientious in animal care, and who have knowledge of the characteristics, care and handling of the animal(s) entrusted to their care;
  - (b) permit only persons to attend to the care, feeding and cleaning of animal(s) in the doggie day care, who have been adequately trained, commensurate with their responsibilities, by the doggie day

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care owner, and who demonstrate that they are able to discharge their responsibilities in a positive, caring matter;

- (c) provide for a sufficient number of employees, to provide for the care of animals and maintenance of facilities during normal business hours, on weekends and holidays; and
- (d) keep posted in a conspicuous place for employees, instructions issued to all personnel for the cleaning, care, feeding of the animals and detailed steps of how to handle an emergency situation.

12. Every Licensee of a "Doggie Daycare" shall at all times:

- (a) ensure that at least one (1) person is present at all times when dog(s) are boarded at the doggie daycare and interacting with one another;
- (b) ensure that dog(s) less than four (4) months of age are separated from dog(s) older than four (4) months that are not owned by the same person unless the owner of the dog less than (4) months of age have provided written authorization to the licensee;
- (c) provide a fenced exercise area to enable each dog to exercise freely and,
  - (i) maintain health and well-being, ensuring that fencing is erected and is of adequate height, size, gauge, and maintained in order to prevent any dog(s) from exiting the property;
  - (ii) ensure any area containing dog(s) must be secured and locked at all times to ensure that the dog(s) contained therein, cannot run loose, and that any unauthorized person cannot freely access the area;
- (d) ensure any area containing dog(s) must be secured and locked at all time to ensure that the dog(s) contained therein, cannot run loose, and that any unauthorized person cannot freely access the area;
- (e) ensure that for the purpose of this part, a Dwelling Unit shall not be deemed to be a kennel; and
- (f) ensure all provisions of the Dog Owner's Liability Act, R.S.O. 1990, c. D16 are adhered to at all times and any observation of a potential violation of the Dog Owner's Liability Act by a client shall be immediately reported by the Licensee to Brampton Animal Services.

**SCHEDULE 1 TO THE STATIONARY BUSINESS LICENSING BY-LAW  
RELATING TO  
ANIMAL KENNELS**

1. In this Schedule:

"Boarding" means the taking of custody of an animal for the keeping, accommodation, care, training, feeding, grooming, and may include for a fee, reward, or compensation at a property other than the animal(s) place of residence;

"Cat" means any member of the species *felis catus* or *felis domesticus*; "Dog" means any member of the species *canis familiaris*;

"Domestic Animal" means a Dog, Cat or other pet generally understood to be domesticated and typically kept indoors at a residential dwelling;

"Dwelling Unit" means one or more habitable rooms designed or capable of being used together in a single and separate housekeeping unit, containing its own kitchen and sanitary facilities, with a private entrance from outside of the unit itself.

"Kennel" means a structure, shelter, building or collection of buildings, a run, or other small structures, separate from and not including the residential dwelling, in which animal(s) are kept and includes those parts of a property referenced, in which Dog(s), Cat(s) or other Domestic Animals are housed, maintained, bred, boarded, trained, and groomed but does not include a location where three (3) or less dogs are kept, and the dogs are licensed and owned by the person residing at the property.

"Veterinarian" means a person registered to practice veterinary science under the Veterinarians Act, R.S.O. 1990,c.V.3.

2. No Person or Individual shall operate a Kennel without a licence.

3. This Schedule does not apply to:

- (a) an animal shelter operated by the City, or a public authority;
- (b) a publicly funded institute;
- (c) an animal shelter operated by a branch or affiliate of the Ontario Society for the Prevention of Cruelty to Animals;
- (d) a veterinary hospital, clinic, office or veterinary service lawfully operated and supervised by a veterinarian licensed to practice in Ontario;
- (e) a facility in which animals are placed for care pursuant to the *Pounds Act*;
- (f) a facility registered as a research facility in accordance with the *Animals for Research Act*.

4. No Person or Individual operating a Kennel shall Board, breed, keep any animal(s) prohibited by law, or the Animal Services By-law.

5. Every Licensee under this Schedule shall at all times:

- (a) maintain and make readily available to personnel at all times

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written animal care procedures dealing with, amongst other matters, methods of handling animals, sickness, injury or death and contact information for a veterinarian;

- (b) take all reasonable and humane steps to prevent nuisance caused by undue noise; and
- (c) ensure that the dog(s) are not barking and creating noise to disturb the neighbouring property owners;
- (d) ensure the excrement and other waste resulting from the keeping of dog(s) shall be removed from the premises as necessary and in accordance with any applicable by-laws or regulations and in a manner that avoids any offensive odors from emanating to surrounding properties, and is disposed of in a manner that will not create a public nuisance or health hazard;
- (e) ensure that the premise is sanitary, well-ventilated and free of offensive odours;
- (f) ensure that before any animal is taken into any kennel or doggie day care, that each animal is current in its vaccinations against rabies and that every animal be inspected for distemper or other contagious or infectious disease; and
- (g) ensure all dog(s) boarded at a kennel shall be individually licensed with a current licence (dog tag) from the municipality in which the dog resides and wear the dog tag at all times, as well as the premise and operator shall be licensed under this by-law.

### 6. Every Licensee under this Schedule shall at all times:

- (a) maintain and make readily available to Animal Control Officers written animal care procedures dealing with, amongst other matters, methods of handling animals, sickness, injury or death and contact information for a veterinarian;
- (b) ensure that any animal suffering from any disease, ailment or injury shall be given care and attention from a veterinarian within 24 hours of the onset of symptoms and that the animal is kept in a quarantine area, separate from all other animals, until a veterinarian certifies that the animal is in good health;
- (c) provide each species of animal with adequate food specific to the animals' needs;
- (d) ensure that every animal has access to clean water at all times;
- (e) keep bulk food supplies in pest proof containers;
- (f) keep animal(s) in a clean, healthy conditions, free of vermin and disease;
- (g) provide adequate light specific to the needs of each species of animal;
- (h) provide animals with the opportunity to exercise; and
- (i) ensure animals have access to shelter if and when required.

### 7. Every Licensee under this Schedule shall at all times:

- (a) ensure that every cage or other container used for the purpose of keeping or housing of any animal,
  - (i) is of adequate size to permit the animal to stand normally to its full height, to extend its legs and body to their full natural extent, to turn around, and lie down in a fully extended

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- position;
  - (ii) if equipped, with receptacles for food water the receptacles shall be mounted or situated so that they cannot be easily overturned or contaminated;
  - (iii) is in good working condition and is not dangerous to the animal's health or well-being;
  - (iv) is maintained in a clean and sanitary condition at all times with all excrement, refuse and other objectionable material;
  - (v) is maintained with suitable and clean bedding which shall be sanitary and changed regularly;
  - (vi) is maintained in a sanitary well-ventilated clean condition and free from offensive odours;
  - (vii) is maintained with proper air circulation to prevent the spread of contaminants, viruses, bacteria and molds; and
  - (viii) is maintained at a temperature for an indoor facility which is at a healthful and comfortable temperature depending on the age  
and species of animal.
8. Notwithstanding the rules set out in this by-law no Licensee shall board more than one animal in a single enclosure without prior consent from the animal owner, with the exception of nursing animals.
9. Every Licensee under the Schedule shall record:
- (a) the names and addresses of the owners of all the animals boarded at the kennel;
  - (b) emergency contact number for the owners of the animals;
  - (c) the name, breed, description, health, dog Licence number, vaccination information and microchip number if available; and
  - (d) the dates of arrival and departure of all animals.
10. Every Licensee shall retain the records for a period of (12) months, following the end of the term of the Licence; and
- (a) shall ensure the records are available for inspection by the City during business hours.
11. Every Licensee under this Schedule shall at all times:
- (a) permit only persons to operate or manage a kennel who are skilled and conscientious in animal care, and who have knowledge of the characteristics, care and handling of the animal(s) entrusted to their care;
  - (b) permit only persons to attend to the care, feeding and cleaning of animal(s) in the kennel, who have been adequately trained, commensurate with their responsibilities, by the kennel owner, and who demonstrate that they are able to discharge their responsibilities in a positive, caring matter;
  - (c) provide for a sufficient number of employees, to provide for the care of animals and maintenance of facilities during normal

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business hours, on weekends and holidays; and

- (d) keep posted in a conspicuous place for employees, instructions issued to all personnel for the cleaning, care, feeding of the animals and detailed steps of how to handle an emergency situation.

12. Every Licensee of a "Kennel" shall at all times ensure:

- (a) no Kennel is located within any part of any Dwelling Unit or attached to any Dwelling Unit or part thereof.
- (b) no part of any building or structure enclosing a Kennel shall be used for human habitation.
- (c) the kennel building and its location shall conform to the Zoning By-law and the Ontario Building Code and the building shall be maintained in damage-free condition.
- (d) the kennel building shall have a floor of concrete or other impermeable material, and shall have a drain opening constructed as a plumbing fixture.
- (e) where dog(s) or other animal(s) are permitted to use an outside run as part of a kennel, the run shall be completely enclosed with not less than 12 gauge chain link fencing, or material of equal strength;
- (f) notwithstanding section 13(d) above, where an outside run as described above, is located less than 60.0 m (196.85 ft.) from any property line, the outside run shall be screened by a solid board fence of not less than 1.2 m (3.94 ft.) in height.
- (g) the kennel building has:
  - (i) electric lighting;
  - (ii) windows which may be opened for proper ventilation;
  - (iv) a heating system sufficient to adequately heat the building;
  - (v) hot and cold running water; and
  - (vi) a food preparation area.
- (i) where a clipping and grooming service is performed, it shall be carried out in the kennel building only.

13. If the kennel is found not to conform to the requirements set out herein, the License Inspector may direct that the animals be seized and impounded and may revoke the license issued to the kennel.

**SCHEDULE 3 TO THE STATIONARY BUSINESS LICENSING BY-LAW**

**RELATING TO**

**AUTOMOBILE SERVICE STATIONS, AND VEHICLE SALES, LEASING AND RENTALS**

1. In this Schedule:

"Automobile Service Station" means a building or structure or part thereof open to the public where Motor Vehicles are washed, detailed, serviced, repaired, fueled, leased, sold or displayed and may include, but are not limited to a gas bar, car wash, automotive dealership, car rental establishment, body shop or general or specialty repair shop;

"Car Wash" means a building or structure used for the washing or detailing of Motor Vehicles;

"Motor Vehicle" means an automobile, truck, motorcycle, motor-assisted bicycles and scooters, and any other vehicle propelled or driven, electric or hybrid, other than by muscular power but does not include a motorized snow vehicle or motor-assisted vehicle;

"Parking Lot" means any lot, building, structure or part thereof used for the temporary storage of more than 3 Motor Vehicles, excluding transport trailers and cabs, boats, recreational vehicles, etc., where consideration is paid for such storage but does not include parking facilities provided by landlords for tenants or by Condominium Corporations to unit owners or tenants.

2. No Person or Individual shall operate an Automobile Service Station unless the Person or Individual obtains the appropriate property class of Automobile Service Station Licence under this Schedule, the classes of which are described as follows:

- (a) "Class A" includes any Premises where:
  - (i) gasoline, oil or lubrication is dispensed or electric or hybrid vehicles are charged, excluding employer provided dispensing stations;
  - (ii) minor automotive parts, supplies and accessories are kept for sale;
- (b) Tire installation and sales; Class "B" includes any Premises used for the repair and servicing of Motor Vehicles (i.e. electronic installations);
- (c) "Class C" includes Out-of-Town Car Rentals;
- (d) "Class D" includes any Premises used for carrying on the business of a Car Wash whether by mechanical means, non-mechanical means or coin operated, or car detailing;
- (e) "Class E" includes any Premises used for carrying on the business of renting, leasing, buying or selling of new or used Motor Vehicles;

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- (f) "Class F" includes any Premises used for carrying on the business of window tinting or repairing, rebuilding, painting or vehicle wrapping of the exterior portions of Motor Vehicles.
3. No Person or Individual operating a licensed Automobile Service Station facility shall:
- (a) Commence any work on a Motor Vehicle without first preparing a written and sequentially numbered work order, unless the owner of the Motor Vehicle waives the preparation of the order;
  - (b) Use or permit any exterior portion of the property on which the Automobile Service Station is located to be used for storing Motor Vehicles, that are in a state of disrepair, for a period in excess of 30 days, unless he or she is required by law to retain the Motor Vehicle for a longer period of time; and
  - (c) Charge a hazardous waste fee that exceeds \$10.00 all inclusive, other than the applicable taxes.
  - (d) Permit excessive noise or other emissions in the operation of a motor vehicle, contrary to any provincial legislation or regulation or the City's Noise By-law or other such City by-law or policy, as may be established and amended from time or time;
  - (e) Modify any motor vehicle, including vehicle emission control systems, contrary to any provincial legislation or regulation or other such City by-law or policy, as may be established and amended from time or time.
  - (f) In particular, a person must not do any of the following before 7:00 a.m. and after 9:00 p.m. on weekdays or before 9:00 a.m. and after 9:00 p.m. on Saturdays, Sundays and statutory holidays:
    - (g) repair, rebuild, modify or test out of doors any motor vehicle, motorcycle, motor boat, outboard motor or recreational vehicle within 150 m of a residential property.
4. Every Licensee under this Schedule:
- (a) May charge a parking fee, as per the Repair and Storage Liens Act, not to exceed an all-inclusive fee of \$40.00 per day with no other additional service charges, if a vehicle is not picked up within 24 hours of being repaired, for every 24-hour period that the vehicle remains at the vehicle repair facility, to a maximum of 7 days not to exceed \$280;
  - (b) Shall enter into a written agreement with the owner of the Motor Vehicle that clearly details all the fees and costs that the owner of the Motor Vehicle may be required to pay for the parking or storage of the Motor Vehicle;
  - (c) Shall accept cash, debit and credit methods of payment for fees and costs incurred by the vehicle owner
5. An Automobile Service Station shall not be issued a Licence under this By-law unless the Licence Issuer is satisfied that all other applicable laws and any other regulations have been complied with.
6. Every Licensee under this Schedule shall:
- (a) Not use an Automobile Service Station for the wrecking of Motor Vehicles;
  - (b) Conduct the repair of Motor Vehicles or any parts thereof, or exhibit for sale Motor Vehicle tires, tubes, tire accessories, electric light bulbs, spark plugs, batteries or other minor vehicle parts within an enclosed service building on the Licensed Premises;

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- (c) Not store or park, or allow to be stored or parked on the Licensed Premises any trailer used for human habitation;
  - (d) Keep the premises and any sidewalk or street upon which the premises abut in a clean and neat condition, free from debris, snow, ice, dirt, rubbish or other substances that may be derived from the licensed premises or resulting from the use of the Licensed Premises;
  - (e) Not deposit any snow or ice on any public sidewalk or on any roadway that abut the Licensed Premises;
  - (f) Provide adequate storage facilities for all waste materials;
  - (g) Only run the engine of a Motor Vehicle during a repair within an enclosed building that has adequate ventilation to ensure the dilution or removal of any carbon monoxide fumes;
  - (h) Keep and maintain all washroom facilities in a clean and sanitary condition;
  - (i) Park all Motor Vehicles on the Licensed Premises in a neat and orderly manner;
  - (j) Be the holder of a valid Ontario driver's licence issued under the Highway Traffic Act, R.S.O. 1990, c.H.8, as amended, if he or she engages in driving, operating or moving Motor Vehicles parked or stored at or upon the Licensed Premises, and shall not employ any person or permit any employee to drive or operate any Motor Vehicle unless such person is the holder of such an Ontario driver's licence;
  - (k) If the Licensed Premises is open to the public, display in a conspicuous place at or upon the Licensed Premises, the applicable rates or charges, including for the parking or storing of Motor Vehicles and the hours during which the Licensed Premises are open to the public; and
  - (l) Whenever any Motor Vehicle remains continuously without lawful excuse at or upon the Licensed Premises, forthwith, prior to removal, report to the Police the make and Provincial permit number or vehicle identification (VIN) of the Motor Vehicle.
7. Every Licensee shall comply with all relevant legislation pertaining to the storage and disposal of hazardous materials on the Licensed Premises.
8. Every Applicant for an Automobile Service Station Licence shall include in his or her Application, a site plan showing:
- (a) The location and dimension of the lands and buildings in respect of which he or she seeks a Licence; and
  - (b) The maximum number of Motor Vehicles proposed to be parked or stored at or upon the Licensed Premises at any one time.
9. Every Premises of a "Class B" Automobile Service Station, shall have at least one licensed mechanic on staff but this section does not apply to a "Class B" Automobile Service Station that only permits the Owners of Motor Vehicles to carry out the repairs and servicing.
10. Every Licensee of a "Class F" Automobile Service Station shall:
- (a) Have at least one licensed body person on staff; and
  - (b) Not charge an administrative fee that exceeds \$50.00 all inclusive, other than the applicable taxes.
11. Every Licensee of a "Class C" Automobile Service Station shall:
- (a) Ensure that all Out-of-Town Car Rental businesses has a valid business licence to operate in the municipality that the business is located in, as

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required.

- (b) No Person or Individual licensed as a "Class C" Automobile Service Station shall commence any proceedings in relation to a rental vehicle until the customer is made fully aware of rates and charges prior to entering into a contract and every rental transaction shall be subject to a signed contract.
12. Every Licensee of a "Class D" Automobile Service Station shall:
- (a) Ensure that lighting fixtures used are of a type and are arranged so that they do not cause nuisance or distraction to passing traffic or adjoining properties;
  - (b) Use signs that are legible and that do not distract or confuse motorists or pedestrians;
  - (c) Identify all entrance and exit driveways so that they are clearly visible from the street;
  - (d) Ensure that all Motor Vehicles awaiting the car wash are parked or remain standing on the licensed premises.
13. Every Licensee of a "Class B" and "Class F" Automobile Service Station shall, when a Motor Vehicle is left at the Licensed Premises for automotive service or body work:
- (a) Maintain a register in a form approved by the Licence Issuer in which shall be entered:
    - (i) Time and date of receipt of Motor Vehicle
    - (ii) A description of the Motor Vehicle, including make, model and year; and
    - (iii) Name, address and telephone number of the Motor Vehicle owner.
  - (b) Retain the register in subsection 13.(a) for a period of 2 years;
  - (c) Request that the Motor Vehicle ownership document be removed from the vehicle and deposited with the Licensee to be securely stored on the Licensed Premises, and the document shall be returned upon completion of the work;
  - (d) Inform the person for whom the work is being done that personal information is being collected and that this information will only be used, if necessary, for law enforcement purposes;
  - (e) Open the register to inspection, at all times during regular business hours, by the Licence Issuer, Police or any other person duly authorized by the Licence Issuer, and permit them to remove specific entries from the register required for use in any Court or other law enforcement proceedings.
14. No Person or Individual licensed as a "Class E" Automobile Service Station shall commence any proceedings in relation to a rental vehicle until the customer is made fully aware of rates and charges prior to entering into a contract and every rental transaction shall be subject to a signed contract.
15. No Person or Individual licensed under this Schedule shall:
- (a) Park any Motor Vehicle on any highway adjacent to the Licensed Premises; or

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- (b) Make any Motor Vehicle repairs unless licensed so to do under this Schedule and the vehicle owner has requested that the Motor Vehicle be repaired.
- 16. No Person or Individual licensed as a "Class B" and a "Class F" Automobile Service Station shall accept a work order for repairs to a Motor Vehicle that has been towed to their facility that:
  - (a) Is not signed by the hirer; or
  - (b) Is signed by the hirer and does not contain an itemized written estimate of the total cost of the work required to repair the Motor Vehicle from the Automobile Service Station to which the vehicle has been towed.

## SCHEDULE 6 TO THE STATIONARY BUSINESS LICENSING BY-LAW RELATING TO

### CATERERS

1. In this Schedule:

"Food Check Peel Sign" means a certificate in a form approved by the Medical Officer of Health which sets out the results of the most recent inspection conducted under Regulation 562-90 of the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, as amended, or any successor legislation, which states that the establishment was in compliance with the conditions required for safe handling of food at the time of the inspection (i.e. Red, Yellow, Green signs posted at Premises).

2. A Catering Licence is not required:

- (a) Where the only food items offered for sale are non-hazardous, low-risk food items, pre-packaged food items, or a combination of low-risk food items and pre-packaged food items including but not limited to chocolate bars, potato chips and canned or bottled beverages and foods that are not considered to be a "potentially hazardous food" according to Ontario Regulation 493/17 Food Premises, enforced by the Region of Peel Health Department;
- (b) Where the food Premises is a cafeteria that is operated directly by a Municipal, Provincial or Federal Government, University, College, Public School, Separate School, Private School, or Boards of Education including provincially regulated daycares;
- (c) Not for profit organizations such as food banks, and places of worship.

3. No Person or Individual shall operate as a Caterer unless the Person or Individual obtains the appropriate class of Catering Licence under this Schedule, the classes of which are described as follows:

- (a) "Class A - In-Town Catering" includes any business Premises which is located within the City of Brampton, where food intended for human consumption is prepared for sale to the public, then transported for distribution including but not limited to; conference centers; banquet halls; community centers; etc.
  - i. Every Applicant for a new "Class A - In-Town Catering" Licence who meets all the requirements under this By-law shall be issued a conditional Licence which is valid for 90 days or until such time as a Food Check Peel Sign is obtained or refused by the Medical Officer of Health.
  - ii. Every Class A Licensee of a conditional In-Town Catering Licence who obtains a Food Check Peel Sign within 90 days shall be issued a Licence.
  - iii. Every Licensee of a conditional Fixed Food Premises Licence who fails to obtain a Food Check Peel Sign within 90 days, subject to an extension of time by the Licence Issuer which is solely within his or her discretion, shall not be issued an In-Town Catering Licence and shall no longer be able to operate the Catering Premises under the conditional Licence.
- (b) "Class B - Out-of-Town Catering" includes any business Premises located outside of the City of Brampton, where food intended for human consumption is prepared for sale to the public, then transported for

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distribution including but not limited to; conference centers; banquet halls; community centers; etc.

- i. Every Applicant for a new "Class B - Out-of-Town Catering" Licence who meets all the requirements under this By-law shall be issued a Licence.
    - ii. Every Class B Licensee must provide proof that they have a valid business licence in the municipality in which the Premises is located, if required under local municipal by-law.
  - (c) Notwithstanding section 3 (b) of the schedule, if the catering business is operating at a special event that is approved by the City of Brampton Special Events Advisory Committee or its successor, the out-of-town catering licence is not required.
4. Every Application for the renewal of a Class A Catering Licence must be accompanied by a Food Check Peel Sign issued by the Medical Officer of Health or Peel Region Health Inspector within the preceding 12 month period.
5. Every Person or individual carrying on the business of Catering (Class A and B) shall be responsible for maintaining the Premises and property in a sanitary, clean and litter free condition, and litter containers shall be emptied of waste as often as necessary and must kept clean and odourless as set out in Ont. Reg. 562/90 Food Premises or any successor legislation.
6. Every Class A Licensee under this Schedule shall:
  - (a) Permit a Peel Region Health Inspector to post a Food Check Peel Sign in a clearly visible and conspicuous location at all entrances by which customers may enter the Premises, and where a Premises does not have an entrance by which customers may enter the Premises, the Food Check Peel Sign shall be posted in a clearly visible and conspicuous location at the pick-up window or other location from which customers are served; and
  - (b) Permit a Peel Region Health Inspector, at any reasonable time, to remove a Food Check Peel Sign that has been posted in the establishment.
7. When a Food Check Peel Sign has been removed by a Peel Region Health Inspector under subsection 7.(b), the Person or individual who carries on the business of an In-Town Catering shall not post a copy of a Food Check Peel Sign or any facsimile of it at any location on the Premises.
8. When a Food Check Peel Sign has been removed by a Peel Region Health Inspector, the food Premises shall remain closed to the public until such time as the Premises is re-inspected and approved by the Peel Region Health Inspector.

## **SCHEDULE 10 TO THE STATIONARY BUSINESS LICENSING BY- LAW**

### **RELATING TO**

### **FIXED FOOD PREMISES**

1. In this Schedule:

"Fixed Food Premises" includes every Premises where food intended for human consumption is prepared, stored or offered for sale to the public including but not limited to food stores, restaurants (dine-in and take-out), convenience stores, bakeries and butchers;

"Food Check Peel Sign" means a certificate in a form approved by the Medical Officer of Health which sets out the results of the most recent inspection conducted under Regulation 562-90 of the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7, as amended, or any successor legislation, which states that the establishment was in compliance with the conditions required for safe handling of food at the time of the inspection (i.e. Red, Yellow, Green signs posted at Premises).

2. A Fixed Food Premises Licence is not required:

- (a) Where the only food items offered for sale are non-hazardous, low-risk food items, pre-packaged food items, or a combination of low-risk food items and pre-packaged food items including but not limited to chocolate bars, potato chips and canned or bottled beverages and foods that are not considered to be a "potentially hazardous food" according to Ontario Regulation 493/17 Food Premises, enforced by the Region of Peel Health Department;
- (b) Where the food Premises is a cafeteria that is operated directly by a Municipal, Provincial or Federal Government, University, College, Public School, Separate School, Private School, or Boards of Education including provincially regulated daycares;
- (c) Not for profit organizations such as food banks, and places of worship.

3. No Person or Individual shall operate a Fixed Food Premises unless or the Person or Individual obtains the appropriate class of Fixed Food Premises Licence under this Schedule, the classes of which are described as follows:

- (a) "Class A" includes any Premises used for carrying on the business of operating a Bakery;
- (b) "Class B" includes any Premises used for carrying on the business of operating a Cafeteria, Café or Coffee Shop;
- (c) "Class D" includes any Premises used for carrying on the business of operating a Convenience Store;
- (d) "Class E" includes any Premises used for carrying on the business of operating a Grocery Store which may include other classes of licence as noted in section 3 (a) and (b) if not being operated by a separate entity;
- (e) "Class F" includes any Premises used for carrying on the business of operating a Restaurant (Dine-in, may offer take-out as an option);

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- (f) "Class G" includes any Premises used for carrying on the business of operating a Take-Out Only Restaurant.
4.
  - (a) Every Applicant for a new Fixed Food Premises Licence who meets all the requirements under this By-law shall be issued a conditional Fixed Food Premises Licence which is valid for 90 days or until such time as a Food Check Peel Sign is obtained or refused by the Medical Officer of Health.
  - (b) Every Licensee of a conditional Fixed Food Premises Licence who obtains a Food Check Peel Sign within 90 days shall be issued a Fixed Food Premises Licence.
  - (c) Every Licensee of a conditional Fixed Food Premises Licence who fails to obtain a Food Check Peel Sign within 90 days, subject to an extension of time by the Licence Issuer which is solely within his or her discretion, shall not be issued a Fixed Food Premises Licence and shall no longer be able to operate the Fixed Food Premises under the conditional Fixed Food Premises Licence.
5. Every Application for the renewal of a Fixed Food Premises Licence must be accompanied by a Food Check Peel Sign issued by the Medical Officer of Health or Peel Region Health Inspector within the preceding 12-month period.
6. A Licence issued under this By-law is permission to sell only from inside the location for which the Licence has been issued.
7. Every Person or individual carrying on the business of a Fixed Food Premises shall be responsible for maintaining the Premises and property in a sanitary, clean and litter free condition, and shall provide covered litter containers in a number satisfactory to the Licence Issuer, and the containers shall be emptied of waste as often as necessary and must kept clean and odourless as set out in Ont. Reg. 562/90 Food Premises or any successor legislation.
8. Every Licensee under this Schedule shall:
  - (a) Permit a Peel Region Health Inspector to post a Food Check Peel Sign in a clearly visible and conspicuous location at all entrances by which customers may enter the Premises, and where a Premises does not have an entrance by which customers may enter the Premises, the Food Check Peel Sign shall be posted in a clearly visible and conspicuous location at the pick-up window or other location from which customers are served; and
  - (b) Permit a Peel Region Health Inspector, at any reasonable time, to remove a Food Check Peel Sign that has been posted in the establishment.
9. When a Food Check Peel Sign has been removed by a Peel Region Health Inspector under subsection 7(b), the Person or individual who carries on the business of a Fixed Food Premises shall not post a copy of a Food Check Peel Sign or any facsimile of it at any location on the Premises.
10. When a Food Check Peel Sign has been removed by a Peel Region Health Inspector, the food Premises shall remain closed to the public until such time as the food Premises is re-inspected and approved by the Peel Region Health Inspector.
11. Notwithstanding the requirements of this schedule, any Fixed Food Premise with a seating capacity over 100 persons will also be subject to the licensing provisions as set out in Schedule 21, Places of Public Assembly.

**APPENDIX 1 TO SCHEDULE 17 TO THE STATIONARY  
BUSINESS LICENSING BY-LAW**

**PRE-EXISTING PROVINCIAL LICENCES  
PAYDAY LOAN BUSINESSES**

The existing Payday Loan Businesses, that are licensed under the *Payday Loans Act, 2008* as of July 8, 2020, and have obtained a municipal business licence as of November 5, 2020 as per Clause 8 of this Schedule, are at the following locations:

Ward 1

367 Main Street North  
425 Main Street North  
244 Queen Street East  
372 Queen Street East  
320 Main Street North

Ward 2

10015 Hurontario Street, Unit 3  
10906 Hurontario Street

Ward 3

279 Queen Street East, Unit 2  
83 Kennedy Road South, Unit 27  
149 Clarence Street, Unit C  
269 Queen Street, Unit 5  
1 Steeles Avenue East, Unit 3  
400 Steeles Avenue East, Unit 6  
2-30 Rambler Drive, Unit 1  
495 Main Street South  
1 Kennedy Road  
267 Queen Street East, Unit C  
279 Queen Street East, Unit 3  
225 Queen Street E, Unit 2A

Ward 4

7700 Hurontario Street, Unit 108B  
17 Ray Lawson Boulevard, Unit 6

Ward 5

110 McLaughlin Road, Unit 1  
10 Gillingham Drive, Unit 103

Ward 6

20 Brisdale Drive

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Ward 7

25 Peel Centre Drive Ward 8  
15 Gateway Boulevard, Unit 104  
9899 Airport Road, Unit 2  
9185 Torbram Road, Unit 2  
2456 Queen Street East, Unit 1  
2880 Queen Street East, Unit 6  
2200 Queen Street East, Unit 6  
2956 Queen Street East

Ward 10

3955 Cottrelle Boulevard

## SCHEDULE 20 TO THE STATIONARY BUSINESS LICENSING BY-LAW RELATING TO

### PET SHOPS

1. In this Schedule:
  - "Animal" means all non-human species, and includes birds;
  - "Pet Shop" means a building, structure or part thereof where Animals or birds for use as pets are sold or kept for sale.
2. A Pet Shop that includes for sale only live fish, is exempted from the requirement to obtain a Licence under this Schedule.
3. An Application for a Licence and at the discretion of the Licence Issuer for a Licence renewal shall be accompanied by a letter of approval from the Animal Services Section.
4. Every Person or Individual licensed under this Schedule shall:
  - (a) Obtain a separate Licence for each Pet Shop that is under the same ownership;
  - (b) Comply with the provisions of the *Provincial Animal Welfare Services Act*, 2019, S.O. 2019, c. 13, as amended;
  - (c) At all times maintain the premises in a sanitary, well-ventilated, clean condition;
  - (d) Ensure the facility or operation's floor shall be thoroughly cleaned at least once every day or more often as may be necessary to keep the floor in a clean and sanitary condition;
  - (e) Keep all Animals in sanitary, well-bedded, well-lighted, clean quarters and kept at a temperature appropriate for the health requirements of the species of Animals housed therein;
  - (f) Locate all cages, tanks, containers or other enclosures in which Animals are housed in such a way as to provide maximum comfort to satisfy the known and established needs for the particular species so housed and shall be provided with safeguards to prevent extreme environmental changes;
  - (g) Prevent undue direct physical contact with the Animals by the general public;
  - (h) Where the quarters used for the housing of any Animal form part of or are physically attached to a building used for human habitation or to which the public has access, ensure that such quarters have a concrete or other impermeable floor with a drain opening hooked to a sanitary system, and such floor shall be thoroughly washed with water at least once each day, or more often than once if necessary in order to keep the floor clean;
  - (i) Ensure that every cage or other container used for the keeping or housing of any Animal:
    - (a) is of adequate size to permit the Animal to stand normally to its full height, to turn around, and to lie down in a fully extended position; and

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- (b) has a floor of either solid or wire mesh construction or any combination thereof, provided that:
  - i. all spaces in wire mesh shall be smaller than the pads of the foot of any Animal confined therein;
  - ii. any such wire mesh shall be of a thickness and design adequate to prevent injury to any such animal; and
  - iii. such floor shall be of sufficient strength to support the weight of any such Animal;
- (j) Equip all cages or containers with receptacles for food and for water, so mounted or situated that they cannot be easily overturned or contaminated;
- (k) Provide water to every Animal in sufficient quantity to maintain at all times a potable supply available to the Animal;
- (l) Provide food in accordance with the particular food requirements of each type or species of Animal;
- (m) Provide adequate light in the premises that is appropriate for the species kept there;
- (n) Provide a cage of a dimension to enable all birds to have sufficient perch space to permit full extension of their wings in every direction;
- (o) Ensure that all persons responsible for the care, feeding or cleaning of Animals are adequately instructed and supervised in the handling and care of all such Animals;
- (p) Ensure that any Animal showing signs of sickness or disease is examined and treated immediately by a veterinarian and that the Animal is kept in a quarantine area until a veterinarian certifies that the Animal is in good health;
- (q) Give to the purchaser on any sale or disposition of an Animal, a receipt showing the name and address of the vendor and the purchaser, the date of sale, the sale price, the breed or crossbreed, sex, age and description, including colour and placing of markings, if any, of the Animal;
- (r) Obtain dogs, cats, and rabbits for sale only from such organizations as municipal animal shelters, humane societies, and other animal shelters or not-for-profit animal rescue groups;
- (s) Publicly post on-premises and through electronic means where available, the source(s) of the dogs, cats and rabbits being offered for sale by their establishment;
- (t) Keep and maintain in good condition a register, in which shall be entered:
  - (i) A record of each Animal purchased or otherwise obtained; each entry shall be made at the time each Animal comes into the Licensee's possession and shall include the date of purchase, a full description of the Animal, together with the name, address and telephone number of the person from whom it was purchased or otherwise obtained;
  - (ii) A record of each Animal sold and shall include the date of sale, a full description of the Animal, together with the name, address and telephone number of the person to

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whom the Animal was sold;

(iii) Inform purchasers that their personal information is being collected and that this personal information will only be used, if necessary, for law enforcement purposes;

- (u) Ensure that the register in subsection 4(t) is open to inspection by the Licence Issuer and Inspector at any time during business hours and be made available to be removed at any time by the Licence Issuer, Inspector and Peel Police Services for use in any Court or law enforcement proceeding; and
- (v) Ensure that while the register in subsection 4 (t) is removed, a record of entries continues to be made.

5. No Person or Individual licensed under this Schedule shall:

- (a) Sell any Animal prohibited by any by-law of the City and without limiting the effect of this subsection, shall not sell or permit the sale of any chick, duckling, live poultry or other livestock;
- (b) Keep animals in crowded quarters or cages;
- (c) Sell or display any diseased Animal;
- (d) Sell, permit to be sold, offer for sale or give away, any dog or cat under the age of 8 weeks; or
- (e) Confine or display incompatible Animals in the same cage.

6. No Licence shall be required for the following operations:

- (a) An animal shelter operated by or on behalf of a public authority;
- (b) A veterinary hospital/clinic;
- (c) A publicly funded educational institute; or
- (d) Any facility in which Animals are placed for care pursuant to the *Animals for Research Act* R.S.O. 1990, c. A.22, as amended.

7. Where an Inspector properly inspecting a licensed premises determines that an Animal appears to require medical attention, the Inspector may order the Licensee to immediately take the Animal to a qualified veterinarian.

8. If grooming services are provided at the premises, a Pet Grooming Facility Licence is not required but the Licensee must comply with the provisions of the Pet Grooming Facility Licence Schedule.

9. Any of the following infections shall render an Animal unfit for sale or release:

- (a) infectious diseases such as distemper, hepatitis, rabies or other similar diseases;
- (b) nutritional deficiencies, including rickets or emaciation;
- (c) fractures or congenital abnormalities affecting the general health of the animal.