

## **HHPA Canine Rescue Code of Ethics**

Updated October 2022

FINAL

### **Introduction**

The basis for this Code of Ethics was originally created in 2007 for the rescue community in Canada by the Founding Committee (see below). Since that time, it has been reviewed and commented on by over 40 rescue groups in Canada, and subsequently modified based upon input from those groups. Helping Homeless Pets has adopted this Code of Ethics as our official code, and all of our member rescues have agreed to adhere to this Code. Should you have any comments or feedback concerning this Code, please contact us at [hpa2010@gmail.com](mailto:hpa2010@gmail.com).

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### **Section 1 – Definitions**

Words using the singular number only shall include the plural and vice versa and words using a specific gender shall include the other gender. The word “person” shall include adopter, adopters, affiliates, corporations, companies, members, partnerships, representatives, rescues, rescuers, syndicates, trusts and any number of aggregate of persons; and

The headings or clauses used in this Code of Ethics are inserted for reference purposes only. They are not to be considered or taken into account in construing the terms and provisions thereof, nor to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

#### **In this Code of Ethics:**

**“Adopter”** – means any person or persons who legally takes ownership of a dog by signing an adoption contract with a non-profit organization; an adoption fee may be involved. All references to the term “adopter” are interchangeable with “potential adopter” and are to include the singular or plural forms in the context of this document.

**“Animal”** – means any member of the animal kingdom, other than a human.

**“Founding Committee”** – means the committee of people that created this Code of Ethics.

**“Grievance”** – means a formal complaint that has been registered by an individual or group who believes a violation of this Code of Ethics has occurred.

**Member** - means a rescue or rescuer who as an official member of Helping Homeless Pets has undertaken to abide by this Code of Ethics.

**“Must”** – means this condition is a requirement of meeting the Code of Ethics.

**“Owner”** – means any person or organization having legal custody of and/or responsibility for an animal. This would include a person who has paid and entered into a contract and/or paid an adoption fee to a rescue or shelter to take custody of an animal. This owner cannot be under the age of 18 years.

**“Puppy”** – means a dog 6 months of age or younger.

**“Region”** - means a geographic area. It may be a municipality, a province, a state, a country or countries or any part thereof (Canada and continental USA only).

**“Rescue”** - means a non-profit organization. It may be registered or recognized by one of the provinces or territories of Canada or the Federal Government, or it may be the work of one or more individuals. It is realized and accepted that there are many different rescues at different stages of development and maturity. All references of the term “Rescue” may be interchangeable with the term “Rescuer” and are to include the singular or plural forms in the context of this document.

**“Rescuer”** – means an individual person. This person may be a member or volunteer for a rescue group. All references of the term “Rescuer” may be interchangeable with the term “Rescue” and are to include the singular or plural forms in the context of this document.

**“Screen or Screening”** – means the process of determining whether a potential adopter would qualify to adopt a dog, and/or be a good match for a specific dog. Foster homes are also screened to ensure that they would be a suitable temporary home for a dog.

**“Should”** – means this condition of the Code of Ethics is recommended, but is at the discretion of the Rescue.

**“Violation”** – means mandatory condition or clause contained in this Code of Ethics that has been breached by a member.

## **Section 2 – Committees**

### **2.1 Founding Committee**

This Rescue Code of Ethics was originally created by members of Helping Homeless Pets from various rescue groups, backgrounds and experience, the objective being to define

best practices that our member rescues must follow, and thereby provide the public a measure of trust with the rescues that adhere to this Code.

## **2.2 Ethics Committee**

The Ethics Committee is made up of representatives from five member rescues covering a range of species, each person having considerable rescue experience and knowledge of rescue best practices. They are charged with investigating any complaint that a member rescue has violated this Code of Ethics, and also advising the Board of Directors on policy matters.

## **Section 3 – General**

**3.1** Rescue efforts must be conducted as a not-for-profit endeavour, whether the rescue is an organization or non-profit corporation recognized by the province or the federal government, or is the work of one or more private individuals.

**(a)** When conducting rescue activities based upon the efforts of a volunteer workforce, individuals must receive no personal compensation for any rescue related work or endeavours. Rescues may, at their discretion, reimburse volunteers for out of pocket expenses.

**(b)** Where a rescue organization is incorporated as a non-profit corporation and hires employees to oversee their operations:

**(i)** Those employees must receive only their agreed upon wages and health benefits as allowed by provincial or federal regulation;

**(ii)** Rescues may, at their discretion, reimburse employees for out of pocket expenses;

**(iii)** Employees must not receive additional personal benefits or bonuses linked to their association or employment with the non-profit rescue organization from any source.

**3.2** Contact information for each member rescue must be provided to Helping Homeless Pets administration, to include the name(s) of the primary operator(s) of the rescue group, with a current mailing address, phone number and e-mail address.

**3.3** Each rescue must have third party insurance, either independently or through the Helping Homeless Pets group plan. Those rescues having individual insurance must provide details of the insuring company and policy number to HHP.

**3.4** Each rescue should seek to educate potential adopters, pet owners, the animal community, etc., about the responsibilities of dog ownership, including breed specific considerations, to the best of the rescuer's knowledge. Rescues may provide referrals to other reputable rescues, at their discretion.

**3.5** Each rescue must ensure all their volunteers are aware of and educated about the policies of the rescue, this Code of Ethics and the rescue's internal procedures for fostering, temperament evaluation and transport. Each rescue must ensure that all their volunteers are informed of and understand the importance of confidentiality.

**3.6** Each rescue must have a Mission Statement, containing information about the dogs on which the rescue group focuses. Rescues may specialize in a certain breed(s), a certain group of dogs, a certain age group (excluding puppies), a specific region(s) or any combination of these. A region may be a municipality, a province, a state, a country or countries or any part thereof (Canada and contiguous USA only).

**3.7** No rescue shall breed puppies as a means to fund rescue activities. No dogs will be bred, either intentionally or unintentionally, after being received into rescue. If such a breeding were to occur, the pregnancy is to be terminated and the female spayed forthwith as soon as this procedure can safely be performed by a veterinarian.

#### **Section 4 – Surrender Process**

**4.1** No rescue shall act as a sole repository or adoption facilitator for any breeder's unsold animals.

**4.2** Rescues may receive dogs from a variety of sources. A rescue should not pay an owner a fee for a surrendered animal, other than under exceptional circumstances and with the prior written permission of the HHP Board of Directors. Nominal fees paid to a licensed animal rescue or shelter to release ownership of an animal or fees solely for services rendered (eg immunization or spay/neuter) are not considered buying or purchasing a dog under this Code of Ethics.

**4.3** Rescues may only receive dogs from within Canada and the contiguous United States. Bringing dogs in from any other country is a serious violation of this Code of Ethics.

**4.4** Rescues may establish a policy on surrender fees, and may collect this fee at their discretion. Persons or facilities surrendering a dog should be encouraged to make a donation to the rescue. It should be disclosed to the persons or facility surrendering the dog(s), that this donation is to help offset the cost of veterinary services and re-homing the dog(s).

**4.5** Rescues must provide a legal surrender contract and require the person who is considered the legal owner of the dog to sign and date the contract. The contract must also be signed and dated by an authorized representative of the rescue.

**4.6** The surrender contract must specifically state that legal ownership of the dog is being transferred to the rescue, and upon signing the contract, the person or facility surrendering the dog will have no further legal or other claim to the dog.

## **Section 5 – Fostering and Care of Animals**

**5.1** Rescues must require all fosters to sign a foster contract setting out the rescue's expectations.

**5.2** Foster parents must sign a declaration that they have never been convicted of any offence involving animal cruelty.

**5.3** Rescues must carefully screen their own foster homes, including home inspection, and personal and vet references.

**5.4** Rescues must ensure that all foster dogs in their care are provided with proper and timely medical attention, food and water, exercise, socialization and grooming as necessary.

**5.5** Rescues must ensure that all foster dogs in their care are provided with safe, clean and appropriate living conditions appropriate to the particular needs of each dog. Overcrowding of any animals, or animals kept in unsanitary conditions, is a violation of this Code of Ethics.

**5.6** Rescues must require all foster caregivers to alert the rescue if any dog in their care requires veterinary evaluation or medical attention, and provide the foster caregiver with a means to contact the rescue in an emergency. Foster homes must contact the rescue immediately should they observe or suspect any medical issue. In an emergency situation, the rescue will decide the course of action, in agreement with their veterinarian.

**5.7** Each rescue must define which standard procedures, tests and vaccinations are given to animals in their care.

**5.8** Each rescue must ensure that every animal in their care receives appropriate individual attention and exercise, behavioural assessments and/or training required for

the well being of the animal and to ensure each animal is compatible with potential adopter(s).

## **Section 6 – Assessment of Dogs**

6.1 Each rescue must familiarize themselves with the Dog Owners Liability Act (DOLA), and ensure that foster parents are also aware of the Act. While DOLA does place liability on those in the care and control of the dog at the time, that does not by itself release anyone else, it just adds another layer of accountability. Details of the Act can be found at <https://www.ontario.ca/laws/statute/90d16>.

6.2 Each rescue must ensure that every dog in their direct care is appropriately assessed and evaluated for temperament and behaviour, and retained until considered fully evaluated to the best of the rescue's ability. Such evaluations and assessments are utilized to find the most suitable adopter. The rescue must advise the adopter of any assessment that has been completed.

6.3 It is important to have good record keeping. It is strongly recommended that any and all adverse behaviours noted in foster parent reports/updates be disclosed on the dog's online profile, as well as when conducting interviews and email correspondence with potential adopters, just as you would a medical condition .

6.4 Each rescue must advise and ensure the adopter understands that any assessment carried out is only an indication of the dog's temperament at the time of assessment and under the conditions tested. Many factors affect a dog's behaviour, and the assessment in no way guarantees or predicts the future behaviour of the dog.

6.5 If a dog is known to have bitten, it is essential that the adopter is provided full disclosure on each incident, regardless of bite level, whether the bite occurred with previous owners, during foster care, or at a veterinarian clinic, grooming salon or other similar establishment.

a) When referring to a "level" of bite, we are using the Dunbar Bite Scale, a commonly used guide that grades the severity of a dog bite.

Level 1: aggressive but no skin contact.

Level 2: teeth make contact, but do not break the skin.

Level 3: a single bite with shallow wounds.

Level 4: a single bite with deep wounds.

Level 5: multiple bites with deep wounds.

Level 6: death of the victim and/or flesh consumed.

b) Professional assessments can be done any time the rescue feels the need; however, any bite with intent of Level 3 or above on the Dunbar Scale must automatically trigger a

professional assessment if the rescue intends to put the dog up for adoption. For formal assessments, we recommend the use of a) a Board-certified Veterinary behaviourist, b) a certified dog behaviourist, or c) a dog trainer certified by one or more of the following accreditations:

CPDT-KA: Certification Council for Professional Dog Trainers – Knowledge Assessed

KPA: Karen Prior Academy

IAABC: The International Association of Animal Behaviour Consultants

CDBC: Certified Dog Behavior Consultant

Pat Miller Certified Trainers

Academy for Dog Trainers

Jean Donaldson Academy

c) We recommend that ANY behaviour or bite with intent that is Level 1-5 on the Dunbar Scale be documented on the addendum to the adoption form, which provides a section to report incidents. This includes behaviours that have been observed such as menacing, guarding, air snapping, tooth display and/or any behaviour that could potentially escalate and cause accident or injury. Each and every bite incident needs to be documented on the addendum to ensure that the adopter has the same information that the rescue has about the dog, and can be said to be making an informed consent about the risks being assumed. The adopter's signature on the addendum will confirm they have read the provided information to make that informed consent.

## **Section 7 – Adoption Process**

**7.1** All dogs must be spayed/neutered prior to adoption, unless a veterinarian deems the dog can never be safely spayed/neutered, in which case that dog is exempt from this clause. If a veterinarian has deemed the dog may be safely spayed/neutered at a later date or if the dog is a puppy under 6 months of age, then the rescue may choose one of the following:

**a)** approve a prospective adoptive home as a foster home and place the dog there. Once the dog is spayed/neutered the adoption can be completed.

**b)** include the cost of spay/neuter in the adoption fee and complete the adoption. The adoption contract must state that the dog must be altered by the age specified by the rescue, or when a veterinarian deems it safe to do so. The rescue would then make arrangements to spay/neuter the dog when they reach the specified age or when safe to do so. Dogs that are not spayed/neutered may not be placed in a home with unaltered dogs of the opposite sex under any circumstances.

**7.2** Dogs already in the adoptive home must be spayed or neutered unless actively showing, on breeding contract or medically unable to be spayed or neutered.

**7.3** The adoption biography of each dog must include full disclosure of known health and temperament issues, details of any current or continuing medication and/or veterinary treatment, and age or a best estimate thereof. The rescue will also provide known details as to the origin of the dog, eg owner surrender, shelter, puppy mill, stray, etc. The confidentiality of the previous owner must be protected, and information may be withheld to protect the privacy of the previous owner and the adopter, for the safety of all concerned, including the dog.

**7.4** The rescue must carefully screen prospective adoptive homes to help ensure that the adoption will be successful. Criteria to be used in making this determination are personal interviews, and personal and veterinary reference checks. Potential adopters must consent to access for a home check as part of the approval process, which may be conducted by the rescue at their discretion, or by an authorized representative.

**7.5** The rescue must provide a legal Adoption Contract and must require the person who will be the legal owner of the dog to sign and date the contract. The contract must also be signed and dated by an authorized representative of the rescue. This Adoption Contract must include the following wording: “The Adopter understands and accepts that any animal has the potential and ability to bite, and that the Rescue cannot be held responsible for any injury to any person or animal arising from the Adopter’s decision to bring this animal into their home, however caused.” Additionally, the recommended Addendum to the Adoption Contract (Dog) (see attachment to this document) must be fully completed by the Rescue and signed by all parties to the adoption and then attached to the Adoption Contract for any animal with a known history of aggression (see Section 6), either prior to surrender or while in the care of the rescue.

**7.6** The rescue must include and honour a clause in their Adoption Contract requiring the adopter to notify the rescue if for any reason they cannot continue to keep their adopted animal, and to return the animal to the care and custody of the rescue if no other course of action can be agreed upon by both parties.

**7.7** At the time the adoption is completed, information about specific medical procedures, tests and medications that the dog has received must be provided to the adopter.

## **Section 8 – Conduct**

**8.1** Members are to carry out their rescue activities in a professional, positive and considerate manner, such that their representation brings credit to their own rescue and other ethical rescues/rescuers.



**8.2** Members must not utilize rescue discounts or donations specifically made for the benefit of animals in the rescue for personal gain or benefit.

**8.3** Members must avoid unwarranted negative criticism of colleagues during communications with the public.

**8.4** Members will assist other reputable rescue(s)/rescuer(s), when able, as per their stated needs and instructions. Examples of such assistance include visiting and/or assessing animals to be surrendered or transferred; visiting/assessing potential adopters, volunteers or foster homes; assisting with transport; temporary housing. When assisting another rescue, the requesting rescue/rescuer's stated policies and guidelines must be respected and followed. Members must not use their position to divert a dog, a potential adopter or a potential foster home into their own or any other rescue without the permission of the rescue/rescuer who initiated the request.

## **Section 9 – Acceptance and Compliance**

**9.1** Each Member must accept and abide by this Code of Ethics.

**9.2** Each Member indemnifies and holds harmless the Committee, its individual representatives, affiliates, volunteers, and members thereof from any and all known or unknown, anticipated or unanticipated, suspected or unsuspected and /or fixed, conditional or contingent, actions, causes of actions, charges, suits, debts, demands, claims, contracts, covenants, liens, rights, liabilities, losses, royalties, costs, expenses, (including without limitation, attorneys' fees in any Court of law) or damages, loss, and not limited to liability howsoever caused in every respect, nature and description, at law or in equity, in connection or arising under this Code of Ethics. Rescue does not waive any related rights or obligations.