

WEST VIRGINIA LEGISLATURE

2025 REGULAR SESSION

Introduced

House Bill 3132

By Delegates Ferrell, Ward, Sheedy, Pritt,
McCormick, McGeehan, Crouse, Dean, Stephens,
Kimble, and Rohrbach

[Introduced March 04, 2025; referred to the
Committee on Government Organization]

1 A BILL to amend and reenact §19-20-26 of the Code of West Virginia, 1931, as amended; and to
2 add a new section, designated §19-20-27, relating to specifying minimum levels of care to
3 be provided by dog breeders; and defining when a dog is unfit for sale by a dog breeder
4 and providing remedies therefor.

Be it enacted by the Legislature of West Virginia:

ARTICLE 20. DOGS AND CATS.

§19-20-26. Commercial dog-breeding operations.

1 (a) As used in this section:

2 (1) "Advertisement" means any media used to promote the sale of dogs including, but not
3 limited to, the Internet, newspapers, flyers, magazines, radio, television, bulletins and signs.

4 (2) "Commercial dog breeder" means any person who:

5 (A) Maintains 11 or more unsterilized dogs over the age of one year for the exclusive
6 purpose of actively breeding;

7 (B) Is engaged in the business of breeding dogs as household pets for direct or indirect
8 sale or for exchange in return for consideration; and

9 (C) Commercial dog breeder shall not include:

10 (i) Any person who keeps or breeds dogs exclusively for the purpose of herding or
11 guarding livestock or farm animals, hunting, tracking or exhibiting in dog shows, performance
12 events or field and obedience trials; and

13 (ii) With respect to greyhound dogs only, any person who holds an occupational permit
14 from, and has registered a greyhound kennel name with, the West Virginia Racing Commission.

15 (3) "Class I Commercial Dog Breeder" means a commercial dog breeder that possesses
16 11 to 30 unsterilized dogs over the age of one year at any one time for the exclusive purpose of
17 actively breeding.

18 (4) "Class II Commercial Dog Breeder" means a commercial dog breeder that possesses
19 more than 30 unsterilized dogs over the age of one year at any time.

(5) "Clinically ill" means an illness that is apparent to a veterinarian based on observation, examination, or testing of the dog, or upon a review of the medical records relating to the dog;

(5) (6) "Housing facility" means a structure in which dogs are kept that provides them with shelter, protection from the elements and protection from temperature extremes.

(7) "Nonelective surgical procedure" means a surgical procedure that is necessary to preserve or restore the health of the dog, to prevent the dog from experiencing pain or discomfort, or to correct a condition that would otherwise interfere with the dog's ability to walk, run, jump, or otherwise function in a normal manner;

(6) (8) "Primary enclosure" means a structure that restricts a dog's ability to move in a limited amount of space, such as a room, cage or compartment.

(b) No commercial dog breeder may breed dogs without a business registration certificate in accordance with §11-12-3 of this code and a valid business license issued by the locality in which the dog breeding operation is located, if the locality so requires.

(c) A commercial dog breeder shall:

(1) Obtain a permit annually to operate, as required by the county commission in which the commercial dog breeding operation is located. County commissions are authorized to charge a fee to commercial dog breeders and shall deposit the fees collected in a specially designated account to be used for animal shelters, animal rescue and spay neuter programs administered by county animal shelters or other humane organizations. The fee for a Class I commercial dog breeding permit shall be an amount determined by the county commission, not to exceed \$250 \$350 per year. The fee for a Class II commercial dog breeding permit shall be an amount determined by the county commission, not to exceed ~~\$500~~ \$750 per year;

(2) Breed female dogs only after the breeder has obtained an annual certification by a licensed veterinarian that the dog is in suitable health for breeding;

(3) Dispose of dogs only by gift, sale, transfer, ~~barter~~ or euthanasia by a licensed veterinarian;

(4) Maintain current, valid rabies certificates for every dog pursuant to §19-20A-1 *et seq.* of this code;

(5) Include the breeder's annual permit number on any advertisement for the sale of a dog;

(6) If selling directly to the public, post a conspicuous notice containing the breeder's name, address and annual permit number on each cage;

(7) Deliver to each purchaser of a dog a written disclosure containing all of the following:

(A) The breeder's name and address and, if the breeder is a dealer licensed by the United States Department of Agriculture, the federal dealer identification number;

(B) The date of the dog's birth and the date the breeder received the dog: *Provided*, That if the dog is not advertised or sold as purebred, registered, or registerable, the date of birth may be approximated if not known by the breeder;

(C) The breed, sex, color, and identifying marks at the time of sale, if any, and if the breed is unknown or mixed, the record shall so indicate;

(D) If the dog is from a United States Department of Agriculture licensed source, the individual identifying, tag, tattoo, or collar number for that dog.

(E) If the dog is being sold as capable of registration, the names and registration numbers of the sire and dam and the litter number if known;

(F) A record of inoculations and worming treatments administered, if any, to the dog as of the time of the sale, including dates of administration and the type of vaccine or worming treatment;

(G) A record of any veterinarian treatment or medication received by the dog while in the possession of the breeder and either of the following:

(i) A statement signed by the breeder at the time of sale that the dog has no known disease or illness and that the dog has no congenital or hereditary condition that adversely affects the health of the dog at the time of sale or that is likely to adversely affect the health of the dog in the future; or

(ii) A record of any known disease, illness, or congenital or hereditary condition that adversely affects the health of the dog at the time of sale, or that is likely to adversely affect the health of the dog in the future, along with a statement signed by a veterinarian licensed in the state of West Virginia that authorizes the sale of the dog, recommends necessary treatment, if any, and verifies that the disease, illness, or condition does not require hospitalization or nonelective surgical procedures in the future. A veterinarian statement is not required for intestinal or external parasites unless their presence makes the dog clinically ill or is likely to make the dog clinically ill. The statement is valid for seven days following examination of the dog by the veterinarian; and

(H) The written disclosure made pursuant to this subsection shall be signed by both the breeder certifying the accuracy of the statement and by the purchaser of the dog acknowledging receipt of the statement.

(8) Maintain a written record on the health, status, and disposition of each dog for a period of not less than one year after disposition of the dog, which record shall include all information that the breeder is required to disclose pursuant to subdivision (c)(7) of this section;

~~(7)~~ (9) Provide for the humane treatment of dogs in accordance with §61-8-19 of this code;

~~(8)~~ (10) Provide dogs with easy and convenient access to adequate amounts of clean food and water. Food and water receptacles must be ~~regularly~~ cleaned and sanitized daily. All enclosures must contain potable water that is not frozen, is substantially free from debris and is readily accessible to all dogs in the enclosure at all times unless otherwise directed by a veterinarian for the health of the dog;

~~(9)~~ (11) Provide veterinary care without delay when necessary;

~~(10)~~ (12) Maintain adequate staffing levels to ensure compliance with this section; and

~~(11)~~ (13) Maintain adequate housing facilities and primary enclosures that meet the following minimum requirements:

(A) Housing facilities and primary enclosures must be kept in a sanitary condition and in good repair; must be sufficiently ventilated at all times to minimize odors, drafts, ammonia levels

and to prevent moisture condensation; must have a means of fire suppression, such as functioning fire extinguishers or a sprinkler system on the premises; and must have sufficient lighting to allow for observation of the dogs at any time of day or night;

(B) Housing facilities and primary enclosures must enable all dogs to remain dry and clean;

(C) Housing facilities must provide shelter and protection from ~~extreme~~ adverse temperatures and weather conditions that may be uncomfortable or hazardous to the dogs;

(D) Housing facilities must provide sufficient shade to simultaneously shelter all of the dogs housed therein;

(E) A primary enclosure must have solid floors that are constructed in a manner that protects the dogs' feet and legs from injury;

(F) Primary enclosures must provide sufficient space to allow each animal to make normal postural adjustments, to turn freely and to easily stand, sit, stretch, move its head without touching the top of the enclosure, lie in a comfortable position with limbs extended, move about and assume a comfortable posture for feeding, drinking, urinating, and defecating. A primary enclosure shall allow animals to sit, sleep, and eat away from where they defecate and urinate. For animals housed long-term, primary enclosures shall include opportunities for hiding, playing, resting, feeding, and eliminating. Dogs must be provided with a rest board, floormat, or similar device that can be maintained in a sanitary condition.

~~(F)~~ (G) Primary enclosures must be placed no higher than 42 inches above the floor and may not be placed over or stacked on top of another cage or primary enclosure;

~~(G)~~ (H) Feces, hair, dirt, debris and food waste must be removed from primary enclosures and housing facilities ~~at least daily or more often, if necessary~~ sufficiently often to prevent accumulation and to reduce disease hazards, insects, pests, and odors;

~~(H)~~ (I) All dogs in the same enclosure at the same time must be compatible, as determined by observation. Breeding females in heat may not be in the same enclosure at the same time with sexually mature males, except for breeding purposes. Breeding females and their litters may not

be in the same enclosure at the same time with other adult dogs. Puppies under 12 weeks may not be in the same enclosure at the same time with other adult dogs, other than the dam or foster dam unless under immediate supervision. Dogs which are fearful or aggressive toward other animals, are stressed by the presence of other animals, require individual monitoring, or are ill and require treatment that cannot be provided in group housing shall be separated from other dogs and provided with individual enrichment; and

(+) (J) Sick dogs shall be isolated sufficiently so as not to endanger the health of other dogs and protocols shall be in place to control parasites and prevent transmission of contagious diseases.

(d) To ensure compliance with state animal care laws and regulations, commercial dog breeding locations are subject to biannual inspections by animal control officers or law-enforcement officers.

(e) It is unlawful for a commercial dog breeder to operate if he or she has been convicted of animal cruelty in any local, state, or federal jurisdiction.

(f) Any commercial dog breeder who violates any provision of this section is guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000 \$1,500 per violation. In any proceeding brought pursuant to the provisions of this section, a circuit judge or magistrate may grant a person accused of violating this section an improvement period not to exceed one year upon such terms and conditions as the judge or magistrate may determine. Upon successful completion of the improvement period the judge or magistrate shall dismiss the charges.

~~(g) Nothing in this section exempts a facility licensed by the United States Department of Agriculture from compliance.~~

(+) (g) Nothing in this section prevents any local, state or federal law-enforcement agency from investigating animal cruelty in commercial dog breeding operations.

§19-20-27. Dogs unfit for sale and purchaser's remedies.

1 (a) A dog shall be considered unfit for sale if:

2 (1) Within 15 days after a purchaser has taken physical possession of a dog following the
3 sale by a breeder, the purchaser discovers that the dog has become ill and the purchaser obtains
4 written verification from a licensed veterinarian that this is due to an illness or disease that existed
5 in the dog on or before delivery of the dog;

6 (2) Within one year after the purchaser has taken physical possession of the dog after the
7 sale by a breeder, the purchaser discovers that the dog has a congenital or hereditary condition
8 and the purchaser obtains written verification from a licensed veterinarian that the condition
9 adversely affects the health of the dog or that it requires, or is likely in the future to require,
10 hospitalization or nonelective surgical procedures and that such condition should have been
11 known to the breeder at the time of purchase.

12 (b) There is a rebuttable presumption that an illness existed at the time of sale if the dog
13 dies within 15 days of delivery to the purchaser.

14 (c) If a dog is deemed unfit for sale pursuant to the provisions of subsection (a) of this
15 section, the purchaser shall be allowed, at the purchaser's election, any of the following remedies:

16 (1) Return of the dog to the breeder for a refund of the purchase prices, plus sales tax, and
17 reimbursement for reasonable veterinary fees for diagnosis and treating the dog in an amount not
18 to exceed the original purchase price of the dog including sales tax;

19 (2) Exchange the dog for another dog of the purchaser's choice of equivalent value,
20 providing that a replacement dog is available, and reimburse the purchaser for reasonable
21 veterinary fees for diagnosis and treatment of the dog in an amount not to exceed the original
22 purchase price of the dog including sales tax;

23 (3) Reimbursement to the purchaser for veterinary fees for diagnosis and treatment of the
24 dog in an amount not to exceed 150% of the original purchase price of the dog including sales tax;
25 or

26 (4) In the event of the death of the dog, the purchaser may obtain a refund for the purchase

price of the dog plus sales tax or a replacement dog of the purchaser's choice of equivalent value and reimbursement of reasonable veterinary fees for the diagnosis and treatment of the dog in an amount not to exceed the purchase price of the dog plus sales tax.

(d) To be eligible to claim the remedies provided in this section, the purchaser shall:

(1) Notify the breeder as soon as possible, but no later than five days after the diagnosis by a veterinarian of a qualifying medical or health problem, including a congenital or hereditary condition, and provide the name and telephone number of the veterinarian providing the diagnosis; and

(2) Return the dog, if alive, to the breeder along with the written statement of the licensed veterinarian made to the purchaser; or

(3) Provide the breeder, in the event of the dog's death, with a written statement of a licensed veterinarian attesting that the dog died from an illness that existed on or before delivery of the dog to the purchaser.

(e) No refund, replacement, or reimbursement of veterinary fees shall be made if any of the following conditions exist:

(1) The illness, condition, or death resulted from maltreatment or neglect occurring, or from an injury sustained, or an illness or condition contracted, subsequent to the delivery of the dog to the purchaser;

(2) The purchaser fails to carry out the treatment recommended by the examining veterinarian who made the initial diagnosis;

(3) The disease, illness, or condition was disclosed in a written statement from the breeder to the purchaser made pursuant to §19-20-26(c)(7) of this code.

(f) For purposes of this section, the value of veterinary services shall be deemed reasonable if the services rendered are appropriate for the presenting condition of the dog, and for the diagnosis and treatment of the identified illness, disease, or condition and the charges of the services are comparable to similar services rendered by other licensed veterinarians in the

53 surrounding community.

54 (g) To receive reimbursement for reasonable veterinary expenses, the purchaser must
55 submit an itemized statement of all veterinary services performed and medications provided to the
56 dog.

57 (h) In the event that the breeder wishes to contest a demand for any of the remedies
58 provided in this section, the breeder may, except in the case of the death of the dog, require the
59 purchaser to produce the dog for examination by a licensed veterinarian selected by the breeder.
60 This examination shall be conducted at the expense of the breeder.

61 (i) If the purchaser and the breeder are unable to reach resolution within 10 days following
62 the breeder's receipt of the purchaser's demand and presentation of a veterinarian's statement,
63 the purchaser may initiate a civil action in a court of competent jurisdiction to resolve the dispute.
64 The prevailing party in the dispute may also claim and receive reasonable attorney's fees if the
65 opposing party is found to have acted in bad faith in the purchase or in pursuit of or opposition to
66 the remedies provided in this section.

67 (j) Nothing in this section shall, in any way, limit the rights or remedies that are otherwise
68 available to a consumer under any other law. Nor shall this section limit the breeder and purchaser
69 from agreeing between themselves upon terms and conditions that are not inconsistent with this
70 section. However, any agreement or contract by a purchaser to waive any rights provided in this
71 section shall be void and unenforceable.

NOTE: The purpose of this bill is to specify minimum levels of care to be provided by dog breeders; and to define when a dog is unfit for sale by a dog breeder and provide remedies therefor.

Strike-throughs indicate language that would be stricken from a heading or the present law and underscoring indicates new language that would be added.