



**TESTIMONY OF PET INDUSTRY JOINT ADVISORY COUNCIL  
BEFORE JOINT COMMITTEE ON ENVIRONMENT**

**House Bill 5409**

**March 16, 2011**

The Pet Industry Joint Advisory Council (PIJAC) appreciates the opportunity to address this committee concerning House Bill 5409. As the committee is aware, PIJAC has long been supportive of a reasonable and effective pet warranty law in Connecticut. Indeed, on a whole host of issues PIJAC has a history of advocating for a responsible pet trade and for supporting appropriate standards in law. We have supported the establishment of reasonable licensure and regulation of pet stores and appropriate standards of care for companion animals, as well as warranty requirements for pet stores in this state (and others).

With regard to the bill currently before you, we understand the intent is to clarify that consumers opting to keep a dog while making a claim for veterinary fees are not subject to a requirement that the animal then be returned to the pet shop. However, as currently drafted, the measure appears to permit consumers to both recover veterinary fees and seek a reimbursement of the purchase price of the animal. Such a provision would run counter to the whole premise of the warranty law.

Pet warranty laws such as this, which are also in effect in several other states, are intended to provide consumers who purchase an apparently healthy dog which subsequently shows symptoms of an illness that existed at time of sale options for recourse. The consumer is entitled to return the dog for a refund, exchange it for a comparable dog or, if he or she desires, keep the dog to which the family may already have become emotionally attached. In the latter case, the law provides for recovery of veterinary fees for services provided to help cure the pet of the condition in question.

Should the consumer elect not to keep the animal, but instead seek a refund or exchange, then that dog should be immediately returned to the seller so that the pet shop's own veterinarian may treat it. It would be contrary to the purpose of this provision to give the consumer both a refund or exchange and veterinary fees, as the whole purpose of reimbursing vet fees is to allow the new pet owner to get treatment for a puppy he or she intends to keep.

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Accordingly, PIJAC supports language to clarify the intent of this statute that those consumers who wish to treat the animal through their own veterinarian, and recover fees from the seller, may then keep the dog that is being treated. However, we would urge the committee to amend this provision so that it explicitly recognizes that the option for reimbursement of veterinary fees applies only where the seller is keeping the dog and, therefore, at the exclusion of the alternative options for a refund or exchange.

PIJAC also questions language in this bill that amends the existing discretionary authority in the Department to fine persons in violation of pet shop regulations by establishing mandatory minimum fines. The Commissioner does and should have authority to impose fines for significant violations. However, the Department should not be mandated to impose a fine for minor violations, such as an insignificant error in paperwork due to oversight. We would ask that the mandatory language be stricken from the amendment, and that the Department retain discretionary authority to impose fines where it finds a violation to be meaningful.

Finally, PIJAC would oppose Section 4 of this bill, which purports to establish a new definition within the law for "substandard domestic animal mills." Although PIJAC is fully supportive of the standards set forth as requisite for breeding facilities, the prohibition as crafted in this bill against pet shops selling dogs from substandard breeders is unenforceable because there is no basis for determining whether a given breeding facility is meeting the standards. Thus, pet shops would have no objective means of determining whether the state might deem noncompliance with such standards by any given breeder, and enforcement of a sanction against pet shops by the state for violation of this section would necessarily be arbitrary. PIJAC respectfully urges the committee to strike this section of the bill in its entirety.

We thank the committee for of its consideration of our concerns about this legislation and welcome questions or requests for any further information.