

# SMOKE & CARBON MONOXIDE DETECTOR ADDENDUM

# Single and Two- Family Dwellings

Tenant(s): \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_ Apt./Unit No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1 This Addendum is incorporated into Tenant's Residential Rental Agreement. If there is any conflict between the terms and  
2 conditions of this Addendum and those contained in the Residential Rental Agreement, the terms and conditions of this  
3 Addendum shall be controlling.

4 **Landlord has provided working Smoke Detectors on the premises as required by law. Tenant acknowledges that**  
5 **all smoke detectors on the Premises are fully operational. Smoke detectors shall be maintained as follows:**

- 6 (a) Landlord shall be responsible for maintaining and testing all smoke detectors in common areas as required by law;
- 7 (b) Tenant shall be responsible for maintaining and testing all smoke detectors within Tenant's unit as required by law;
- 8 (c) Tenant shall inform Landlord, in writing, of any smoke detector that is not working and Landlord shall have (5) days  
9 after receipt of written notice to repair or replace smoke detector;
- 10 (d) Tenant shall replace batteries in all smoke detectors inside Tenant's unit as necessary.

11 Wis. Stat. § 101.145

## CARBON MONOXIDE DETECTOR STATUTES

12 **State law requires that an owner of all single and two-family dwellings install Carbon Monoxide Detectors in the**  
13 **basement of the dwelling and on each floor level except the attic, garage, or storage area of each dwelling unit, no**  
14 **later than February 1, 2011.**

15 The owner has installed functional carbon monoxide detectors that bear an Underwriters Laboratories, Inc., listing mark or  
16 similar mark from an independent product safety certification organization and has installed the detectors according to the  
17 directions and specifications of the manufacturer. The carbon monoxide detector may be combined with a smoke detector.

18 The tenant of the property shall maintain any carbon monoxide detectors in the dwelling.

19 **A tenant must provide the owner with written notice if a detector is not functional. The owner must repair the**  
20 **detector within 5 days after receipt of written notice by the tenant.**

21 An owner of a dwelling is not liable for damages resulting from any of the following:

- 22 (1) a false alarm from a detector that was reasonably maintained,
- 23 (2) the failure of a detector to operate properly if that failure was the result of tampering, removal or destruction of the  
24 detector by a person other than the owner or
- 25 (3) the result of a faulty detector that was reasonably maintained by the owner.

26 No person may tamper with, remove, destroy, disconnect, or remove batteries from an installed carbon monoxide detector,  
27 except in the course of inspection, maintenance, or replacement of the detector.

28 **When To Use:** An owner of a single or two-family dwelling that is being rented to a residential tenant should provide this form to each  
29 tenant and obtain all tenants' signatures, if the residential building contains a fuel-burning appliance.

30 Wis. Stat. § 101.647

31 **Tenant acknowledges that all Smoke and Carbon Monoxide Detectors in the unit are working properly.**

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Tenant \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner/Agent of Owner \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_