

SAMPLE EXAMINATION QUESTIONS

LEVEL 6 AWARD IN RESIDENTIAL INVENTORY MANAGEMENT & PRACTICE - SCOTLAND

- Unit 1: Health and Safety, Security and General Law (SCOM1)
- Unit 2: Legal Aspects of Letting and Management (SRLPM2)
- Unit 3: Residential Letting and Property Management (SRIMP3)
- Unit 4: Residential Inventory Management and Practice (SRIMP4)

Note: In your examinations each unit will be assessed separately.

**ALL QUESTIONS REMAIN THE PROPERTY OF PROPERTYMARK QUALIFICATIONS AND MUST
NOT BE REPRODUCED IN ANY FORM**

Question 1

Consumer protection is an example of:

- A Criminal Law
- B Private Law
- C Common Law
- D Administrative Law

Question 2

Which of the following is **NOT** an essential element of a valid contract?

- A The agreement must be in writing
- B There must be a capacity to contract
- C There must be an acceptance
- D There must be an offer

Question 3

Private Law is a relationship between:

- A individuals, and individuals and corporate bodies
- B local authorities and individuals
- C Government and individuals
- D Government and corporate bodies

Question 4

An action for breach of a simple contract **MUST** be brought within:

- A 4 years
- B 5 years
- C 6 years
- D 8 years

Question 5

Which of the following is a real positive burden?

- A Right to light and prospect
- B Not to park a caravan
- C To maintain a wall
- D Not to use a building for business use

CONTINUE OVER

Question 6

A landlord has purchased a large property in need of renovation. Before renovating, the landlord is considering various options. Which of the following would necessitate an HMO licence on the property?

- A The property is converted into separate bedsits
- B The property is renovated to house a large family
- C The property is renovated to be let out for holidays
- D The property is renovated to accommodate the employees of a limited company

Question 7

Under a short assured tenancy, what is the irreducible **MINIMUM** notice period to be given by a tenant to end the tenancy after the end of a fixed term?

- A 7 days
- B 14 days
- C 28 days
- D 56 days

Question 8

The obligation to carry out a legionella risk assessment is placed on the 'duty holder' under health and safety legislation. Who is the duty holder?

- A The tenant
- B The landlord
- C The letting agent
- D The local authority

Question 9

Your usual contractor is carrying out repairs in a rented property and they inform you, as managing agent, that they suspect the presence of asbestos. Which of the following statements is **NOT** correct in respect of what you should do?

- A You should immediately terminate your instructions to the contractor
- B You should assess whether your usual contractor has the necessary expertise to proceed
- C You should ensure a risk assessment is undertaken
- D You should ensure any asbestos waste is disposed of in accordance with the regulations

CONTINUE OVER

Question 10

A tenancy deposit held by an approved scheme **MUST** be paid out by the scheme within which of the following time periods, following agreement by both parties or arbitration of any dispute?

- A 5 working days
- B 7 working days
- C 14 working days
- D 30 working days

Question 11

Your landlord asks you to carry out a visit to a property between tenancies to keep their insurance valid. You offer Let Only, Rent Collect and Full Management. Which of the following is likely to include such a visit as a standard part of that service?

- A All of them
- B Let Only
- C Rent Collect
- D None of them

Question 12

Under current legislation, where does the requirement for a letting agent to hold a client back account originate?

- A Common Law
- B Housing (Scotland) Act 1988
- C Letting Agent Code of Practice (Scotland) Regulations 2016
- D Housing (Scotland) Act 2006

Question 13

A freezer noted as brand new has hairline cracks to several drawers at the check-out after a six month tenancy. How would the property manager **BEST** determine liability?

- A The landlord pays, as it is maintenance
- B The tenant pays, as it is damage
- C Unable to determine the cause, the landlord and the tenant split costs
- D Gain a professional opinion from a maintenance contractor to determine the cause

CONTINUE OVER

Question 14

When, if ever, has the tenant the statutory right to be present at the end of the tenancy, when the agent checks the property and assesses any damage?

- A Never
- B Only when the tenancy exceeded three years
- C Only when the landlord lives outside the UK
- D Always, if they wish to be present

Question 15

A deposit dispute arises at the end of a tenancy, and it transpires that the tenant failed to sign and return the inventory, as requested. If the dispute proceeds to adjudication, what is the **MOST** likely way in which an adjudicator will determine the dispute?

- A The adjudicator will consider the inventory as accepted, as read by the tenant, as they failed to return it during the timescale set by the agent
- B The adjudicator will consider the inventory along with any supporting documentation from both parties in the dispute resolution process
- C The adjudicator will consider the inventory as null and void, as the tenant did not sign it
- D The adjudicator will split the disputed amount of deposit equally between the landlord and the tenant, as they are unable to determine whether the tenant agreed to the inventory or not

Question 16

When considering the effects of fair wear and tear on a property and its décor during a tenancy, which of the following is **MOST** relevant?

- A How old the property is
- B Whether it was furnished or not
- C The duration of the tenancy
- D If the property was newly decorated at the start of the tenancy

Question 17

During a periodic visit, you notice a dog lead. You are aware that the tenancy does **NOT** allow for pets and there is no other sign of a domestic pet in the property. Do you:

- A ignore the lead and move on
- B question the tenant as to why they have a dog lead
- C report it to the managing agent, without discussing further with the tenant
- D discreetly photograph the lead and add it to your report

CONTINUE OVER

Question 18

A short assured tenancy agreement states the tenant **MUST** look after the garden. The tenant dug up a large mature plant assuming it had died. The landlord states the plant was alive, and now wants to claim for the full amount of the plant and compensation for damages caused by changing the aesthetic of the property. The tenant maintains that the plant was dead and cleared it as per the obligations in the tenancy agreement. What would be the property manager's **MOST** appropriate course of action if the landlord and tenant cannot agree?

- A As the tenant cut it down in good faith, no deductions are due on the balance of probabilities
- B Deduct only the value of a new plant and the cost of replanting and inform the tenant any deposit balance will be refunded
- C Advise the landlord/tenant to pass the matter to the relevant deposit scheme
- D As it is likely the cost could be above the value of the deposit, refer the landlord to the small claims court

Question 19

You arrive at a property to prepare an inventory. However, you find that the tenants have already moved in. What would be your **BEST** course of action?

- A Contact the agent immediately and cancel the appointment
- B Carry out the inventory preparation as best you can, including the tenants' belongings
- C Carry out the inventory preparation as best you can, excluding the tenants' belongings
- D Complete a check-in report only

Question 20

What is the **MAIN** reason for having an inventory at the start of any tenancy?

- A To assess claims for damages at the end of the tenancy
- B To allow the landlord to keep the deposit at the end of the tenancy
- C For insurance purposes
- D As a reminder of what the landlord has left in the property

END
