



SQE2 sample question and discussion of answer

Client interview and attendance note/legal analysis
(Property Practice)

Reviewed 2 December 2024

Candidates will undertake 16 assessments in SQE2. To pass SQE2 candidates will need to obtain the overall pass mark for SQE2.

This sample question and discussion of answer is an example of an interview and attendance note/legal analysis assessment. Candidates will have 10 minutes to consider the email and/or documents followed by 25 minutes to conduct the interview with the client. They will then have 25 minutes to write, by hand, an attendance note/legal analysis of the interview they have just completed.

For further detail see the SQE2 Assessment Specification.

Please note that the sample questions are provided to give an indication of the type of tasks that candidates could be set. They do not represent all the material that will be covered in SQE2. Future questions may not take exactly the same format.

Question and additional candidate papers

Email to Candidate

From: Partner
Sent: 15 October 202#
To: Candidate
Subject: Abacus Accountancy Services Limited – lease of Unit 1, Avondale Business Park, Brislington, Bristol BS4 1QR

Abacus Accountancy Services Limited ('Abacus') is an existing client of the firm. Neil Conroy is the sole director and 100% shareholder of the company. I acted for Abacus a few years ago when it entered into a full repairing and insuring lease for a 10 year term of Unit 1, Avondale Business Park, Brislington, Bristol BS4 1QR (the 'Premises').

Yesterday, I had a brief discussion with Neil on the telephone and he told me that there had been a fire at the Premises. It has been so badly damaged that Abacus is unable to occupy most of the Premises. Neil was under the impression that it would take about a year for them to be reinstated.

Neil also mentioned that there is a heating system at the Premises which has not been working for some time and needs to be replaced. Prior to the fire, the landlord told him that Abacus was responsible for sorting the heating system out and she has been chasing him about it.

Neil is coming into the office shortly, but I now have another urgent meeting and will be unable to see him. I would like you to meet with Neil and take full instructions from him in connection with the issues he has raised. In anticipation of the meeting, I have retrieved the old file and I had a quick look at Abacus's lease of the Premises and can confirm that it includes all the provisions that you would expect in a commercial lease. I attach an extract of the relevant clauses of the lease including the definitions, repair and insurance provisions. You will need to familiarise yourself with these clauses so that you can deal with any concerns Neil may raise in your meeting.

I will be working on the file with you, so following your meeting, please write a full attendance note/case analysis setting out all the advice we should give to the client in relation to the issues above, as well as any other matters you discuss at the meeting. Please also include any key facts, next steps for us/the client, and any professional conduct issues that arise.

I am particularly interested that you try to suggest solutions (if there are any) to any problems you uncover. Obviously, if Neil raises any other issues with you, make

sure you include them in the attendance note, together with your advice and any possible solutions, even if you have already covered them during the interview.

Thanks

Partner

ATTACHMENT:

Extract of Lease of Unit 1, Avondale Business Park, Brislington, Bristol BS4 1QR

Note to Candidates:

You should consider professional conduct issues, as appropriate. You do not need to deal with client care, money laundering, or client identity issues, as the partner has already dealt with these.

Extract of Lease dated 13 December 202# of Unit 1, Avondale Business Park, Brislington, Bristol BS4 1QR made between Sophia Koupparis (the ‘Landlord’) and Abacus Accountancy Services Limited (the ‘Tenant’)

1 DEFINITIONS

This Lease uses the following definitions:

“Annual Rent”	Forty five thousand pounds (£45,000) yearly;
“Insured Risks”	fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks...;
“Premises”	the premises known as Unit 1, Avondale Business Park, Brislington, Bristol BS4 1QR and shown edged red on the Plan* together with the car parking area shown edged blue on the Plan including all plant, equipment and fixtures installed at the Premises by the Landlord;
“Risk Period”	the period of three years starting on the date of the relevant damage or destruction;
“Term”	the period of 10 years beginning on 13 December 202# and ending on 12 December 203#;

...

***Note to Candidates: The Plan has not been provided as it is not needed for this assessment.**

...

4. TENANT'S OBLIGATIONS

...

4.5 Repair and decoration

The Tenant must:

- 4.5.1 keep the Premises in good and substantial repair and condition;
- 4.5.2 keep all plant (including the heating system and air conditioning), equipment and fixtures within the Premises installed by the Landlord properly maintained and in good working order in accordance with

good industry practice and any requirements of the Landlord's insurers, and replace them with items of equivalent or better quality if they become beyond economic repair;

...

4.5.5. The obligations under this clause **o** exclude:

- (a) damage by any Insured Risk, except to the extent that payment of any insurance money is refused because of anything the Tenant does or fails to do; and...

...

SCHEDULE 3

Insurance and Damage Provisions

1 Tenant's insurance obligations

1.1 The Tenant must pay on demand:

1.1.1

- (a) All sums that the Landlord actually pays to comply with paragraph 2.1;

...

1.2 The Tenant must notify the Landlord as soon as practicable after it becomes aware of any damage to or destruction of the Premises by any of the Insured Risks.

1.3 The Tenant must comply with the requirements of the insurers and must not do anything that invalidates any insurance.

...

2 Landlord's insurance obligations

2.1 The Landlord must insure (with a reputable insurer):

- 2.1.1 the Premises against the Insured Risks in their full reinstatement cost (including all professional fees and incidental expenses, debris removal, site clearance and irrecoverable VAT); and

2.1.2 loss of the Annual Rent for the Risk Period

subject to all excesses, limitations and exclusions as the insurers may impose and otherwise on the insurer's usual terms.

...

- 2.2 The Landlord must take reasonable steps to obtain any consents necessary for the reinstatement of the Premises following destruction or damage by an Insured Risk.
- 2.3 Where it is lawful to do so, the Landlord must reinstate the Premises so far as practicable following destruction or damage by an Insured Risk. Reinstatement need not be identical if the replacement is similar in size, quality and layout.
- 2.4 The Landlord need not reinstate the Premises if the insurance policy effected by the Landlord has been vitiated or payment of any policy moneys refused because of anything the Tenant has done or has failed to do.

...

3 Rent suspension

- 3.1 Paragraph 3.2 is to apply if the Premises are damaged or destroyed by any Insured Risk so that they are unfit for occupation or use. Paragraph 3.2 does not apply to the extent that the Landlord's insurance has been vitiated or payment of any policy moneys refused because of anything the Tenant has done or has failed to do.
- 3.2 Subject to paragraph 3.1, the Annual Rent or a fair proportion of it, depending on the nature and extent of the damage or destruction, ceases to be payable from and including the date of damage or destruction until the earlier of:
 - 3.2.1 the date that the Premises are again fit for occupation and use and ready to receive the Tenant's fitting out works; and
 - 3.2.2 the end of the Risk Period.
- 3.3 If paragraph 3.2 applies, the Landlord must refund to the Tenant, as soon as reasonably practicable, a due proportion of any Annual Rent paid in advance that relates to any period on or after the date of damage or destruction.

...

4 Termination

4.1 This paragraph 4 is to apply if:

4.1.1 the Premises are damaged or destroyed leaving them unfit for occupation or use by the Tenant; and

4.1.2 when the Risk Period ends, the Premises have not been reinstated sufficiently for the Premises to be fit for occupation and use by the Tenant.

4.2 Either the Landlord or the Tenant may end this Lease immediately by notifying the other at any time after the end of the Risk Period but before such reinstatement has been completed.

Discussion of answer: Interview

Interview (Property Practice)

SAMPLE RECORDING

A recording of a sample candidate performance is provided below. This recording is an example of a candidate who would be assessed as clearly passing the competency requirements of the Client Interview assessment. The recording is not perfect nor a model answer and there are further points which could be made.

The link to the recording is here:

[SQE2 Property Practice Oral Interview: Sample Candidate Performance](#)

ANALYSIS

Why has the sample candidate clearly passed the assessment?

The following guidance is not intended to be prescriptive but will help you to understand why the sample candidate in the recording would be graded as clearly passing in relation to the assessment criteria for the assessment.

The assessment criteria

The assessment criteria for **interviewing** are as follows:

Skills

1. Listen to the client and use questioning effectively to enable the client to tell the solicitor what is important to them.
2. Communicate and explain in a way that is suitable for the client to understand.
3. Conduct themselves in a professional manner and treat the client with courtesy, respect and politeness including respecting diversity where relevant.
4. Demonstrate client focus in their approach to the client and the issues (i.e. demonstrate an understanding of the problem from the client's point of view and what the client wants to achieve, not just from a legal perspective).
5. Establish and maintain an effective relationship with the client so as to build trust and confidence.

The candidate's performance in relation to the criteria above was clearly competent for the following reasons:

SKILLS CRITERIA

<p>Listen to the client and use questioning effectively to enable the client to tell the solicitor what is important to them</p>	<p>The candidate’s questioning is generally effective and she asks questions to elicit most of the information necessary for her to draft the attendance note.</p> <p>The candidate demonstrates active listening skills and engagement with the client by appearing interested and not interrupting the client.</p>
<p>Communicate and explain in a way that is suitable for the client to understand</p>	<p>The candidate uses language which is easily understood by the client and avoids using legal jargon. For example, the terms of the lease are explained clearly. On one occasion, the client asks the candidate to explain the meaning of “vitiating” and this is explained well.</p>

<p>Conduct themselves in a professional manner and treat the client with courtesy, respect and politeness including respecting diversity where relevant</p>	<p>The candidate is calm and polite throughout the interview and treats the client with courtesy and respect, for example by thanking the client for the information given.</p> <p>The candidate provides unwelcome news with sensitivity, for example, in relation to replacing the heating system and the fact the client could not terminate the lease immediately.</p> <p>While the candidate is clearly very nervous and hesitant at the beginning of the interview, this improves as the interview progresses. Overall, the candidate is generally calm and composed.</p>
<p>Demonstrate client focus in their approach to the client and the issues (i.e. demonstrate an understanding of the problem from the client’s point of view and what the client wants to achieve, not just from a legal perspective)</p>	<p>The candidate is interested in and addresses the client’s concerns.</p> <p>The candidate understands that the client is unable to operate his business from the premises and wishes to terminate the lease immediately in order to move to another location.</p> <p>The candidate seeks to understand why the client needs the business to be operating from office premises in six weeks’ time.</p>
<p>Establish and maintain an effective relationship with the client so as to build trust and confidence</p>	<p>The candidate demonstrates a good understanding of the client’s concerns and interacts with the client in a purposeful and confident manner.</p> <p>The client would trust that the candidate would deal with his matter capably and progress the matter on his behalf. One example of this is where the candidate identifies appropriate next steps, such as checking the terms of the lease and following up the interview with a letter of advice.</p>

Discussion of answer: Attendance note / legal analysis

KEY LEGAL POINTS

Note that exact citations or case law are not required.

These include the following:

Responsibility for repairing the fire damage

- Examining the lease terms and identifying that 'fire' is one of the 'Insured Risks' listed in the Definitions clause and considering the circumstances in which the landlord is required to reinstate the premises following damage caused by an Insured Risk.
- Appreciating that the tenant has not caused the fire.

Rent suspension

- Examining the lease terms and considering how long the rent will be suspended, and whether the whole or part of the rent will be suspended.

Lease termination

- Identifying the circumstances when a lease can be terminated early.
- Reviewing the lease terms to understand when it can be terminated following damage from an Insured Risk.

Repairing obligations (the heating system/boiler)

- Examining the tenant's repairing obligation under the lease.
- Identifying the consequences for the tenant of not replacing the heating system.

SAMPLE ANSWER

A sample answer is provided below. This answer is an example of a candidate who would be assessed as clearly passing the competency requirements of the Attendance note/legal analysis assessment. This answer is not perfect, nor a model answer and there are further points which could be made.

Please note that the candidate may incorporate notes made during their preparation and/or the interview by referencing them whilst writing their attendance note/legal analysis. The sample answer has been presented as one document, not referring to the interview notes, for ease of reading.

Sample Answer

Meeting with Neil Conroy ('NC') from Abacus Accountancy Services Limited

Date: 15 October 202#

NC attended today as part of his offices have been destroyed by a fire. Only a section remains usable. The property is in two parts: a Grade II warehouse (housing the offices) that was damaged, and a modern side extension with a board room, kitchen and meeting room, which is completely unaffected by the fire, as is the car park. NC enquired about who is responsible for repairing the fire damage and whether Abacus has to continue paying rent even though the offices are unusable. NC also mentioned that Abacus would ideally want to end the lease immediately and rent office space from a friend. Finally, NC sought advice on replacing a broken heating system and potential consequences if not replaced.

Advice:

1) Responsibility for fire damage

I advised NC that under the definition of 'Insured Risks' in the lease, fire was included, so this should be covered by the landlord's insurance policy as per paragraph 2 of the Insurance and Damage provisions. NC will provide a copy of the insurance policy. NC confirmed that Abacus was up to date with insurance payments. NC told me that the fire brigade confirmed the fire was due to an electrical fault and was not the fault of Abacus. Abacus has always ensured that electrical inspections are carried out and NC has the paperwork for this.

I advised NC that Abacus is not obliged to repair the damage - it is the landlord who must claim on the insurance policy and reinstate the property. This is unless Abacus invalidated the insurance policy, which NC believes is not the case.

2) Payment of rent during repairs

Abacus will not have to pay rent for the unusable warehouse section under the Insurance and Damage provisions of the lease. NC believes it will take a year for the damage to be repaired. However, Abacus will have to continue to pay part of the rent for the modern side extension and the car parking area as these areas are still useable.

3) Terminating the lease early

NC needs his team back in the office in six weeks' time because Abacus is hiring five new apprentices, and the staff also need to work together on a big contract. This is why he is keen to end the lease and rent new offices as soon as possible.

I advised NC that I would need to check the lease terms for a possible break clause. Without one, Abacus will not be able to terminate the lease early as it is for a term of 10 years, expiring on 12 December 203#. However, if the property is still unfit for occupation or use three years after the damage, Abacus can serve a notice of termination. I pointed out that if NC did take a temporary lease of his friend's offices, Abacus would not be paying rent on the warehouse as well as this would be suspended.

4) Repairing/replacing boiler

The heating system in the modern extension is not working as the boiler has broken and is beyond repair. The lease requires Abacus to repair plant (which includes the heating system) or replace it if beyond economic repair. I advised NC to replace the broken-down boiler to avoid breaching the lease.

If the boiler is not replaced, and if a self-help/Jervis v Harris clause is contained in the lease, the landlord can replace the boiler and claim the costs back from Abacus as a debt. The landlord could also forfeit the lease for failing to repair.

We can assume the lease includes a self-help/Jervis v Harris clause and a forfeiture clause as the partner has confirmed that the lease contains all the usual provisions in a commercial lease.

Next steps:

- I will send a letter to the client summarising the advice given in today's meeting.
- I will review the lease terms.
- NC to send me insurance policy details.
- NC to provide electrical certificates.

(I will arrange a follow up meeting in a week to discuss further points.)

ANALYSIS

Why has the sample answer clearly passed the assessment?

The following guidance is not intended to be prescriptive but will help you to understand why the sample candidate in the recording would be graded as clearly passing in relation to the assessment criteria for the assessment.

The assessment criteria for the Attendance note/legal analysis are as follows:

Skills

- 1. Record all relevant information.
- 2. Identify appropriate next steps.
- 3. Provide client-focused advice (i.e. advice which demonstrates an understanding of the problem from the client’s point of view and what the client wants to achieve, not just from a legal perspective).

Application of law

- 4. Apply the law correctly to the client’s situation.
- 5. Apply the law comprehensively to the client’s situation, identifying any ethical and professional conduct issues and exercising judgment to resolve them honestly and with integrity.

The sample answer in relation to the criteria above was clearly competent for the following reasons:

SKILLS CRITERIA	
Record all relevant information	The candidate has incorporated relevant information from the assessment documents and information gathered in the client interview. This includes specific details about the fire damage to the property, the expected year-long reinstatement of the warehouse section, the cause of the fire being a defective electrical fault not linked to the client, and the boiler being beyond economic repair.
Identify appropriate next steps	The candidate has identified some appropriate next steps, including providing a letter of advice to the client, checking the lease to see if it contains a self-help clause, a forfeiture clause, and a break clause.

<p>Provide client-focused advice</p>	<p>The candidate has addressed all of the client's concerns and demonstrated a good understanding of the client's problem. For example, the candidate has recognised the urgency for the client to return to the office within six weeks and understands the client's desire to terminate the lease immediately.</p>
<p><i>LAW CRITERIA</i></p>	
<p>Apply the law correctly to the client's situation</p>	<p>The candidate has identified the relevant fundamental legal principles and applied them correctly to the facts of the client's case. For example, the candidate has identified that the landlord is responsible for reinstating the premises, because 'fire' is an Insured Risk. The candidate also appreciated that the rent will be suspended for the warehouse section of the premises whilst the repair is taking place.</p>
<p>Apply the law comprehensively to the client's situation, identifying any ethical and professional conduct issues and exercising judgement to resolve them honestly and with integrity</p>	<p>The candidate's advice is sufficiently detailed in the context of the factual issues. For example, the candidate has explained the options available to the landlord if the client does not replace the heating system, and how the insurance termination provision works.</p>